

UberRE Terms and Conditions

General Terms and Conditions

Effective: July 1 2019

The following are the standard terms and conditions ("Terms and Conditions") that apply to your use of the UberRE service.

Once you tick the box to accept and click on "Continue", this will constitute your acceptance of the Terms and Conditions.

1. Defined terms

"Agreement" means these Terms and Conditions, your Order and any credit card transactions.

"Order Form" means the acceptance of the purchase specifying your subscription details for the Service.

"Service" may include any of the following or a combination thereof:

- (a) a process that will facilitate the creation of marketing content to be available via the UberRE online platform for 90 days.
- (b) a process that will deliver the marketing content via the Internet to the purchaser within 7 days of completing onsite services.

2. Your obligations and acknowledgements

2.1 You represent and warrant in respect of each property that you may request the service for, that:

- (a) you are the holder of a current real estate agent's license in the State(s) or Territory to which your use of the Service relates.
- (b) you have full and unfettered authority to represent the property.
- (c) you will abide by any applicable Code of Practice (including privacy, spam and advertising codes) and all applicable laws, standards and regulations.

2.2 You acknowledge that:

- (a) the quality of the provided marketing content is reliant on weather conditions and the preparation of the property to be marketed
- (b) although our services providers take care in preparing property drawings, there may be some inaccuracies within the provided floor plans
- (c) once you upload your content on the UberRE portal, you can request one cosmetic change (does not include onsite work)
- (d) if you do not request a cosmetic change within 24 hours of the content upload we will debit your credit card for the completed project

3. Following the completion of the order this agreement will take effect and shall continue until terminated in accordance with these Terms and Conditions.

4. Termination of Service by you

4.1 If you do not wish to continue this agreement you must provide us clear written notice of your intention to terminate the service 48 hours prior to scheduled work.

4.2 We will in turn provide you with email confirmation that the service has been cancelled.

5. Termination or suspension of Service by us

5.1 Termination or suspension of the service can occur under the following circumstances;

- (a) none payment, or dishonored credit card request
- (b) you breach any part of this agreement and the breach is material and not capable of being rectified;

6. Termination of this agreement (by you or by us) does not:

- (a) relieve you of your accrued obligations and liabilities pursuant to this Agreement and we reserve our right to enforce such obligations and liabilities after termination.

7. We reserve the right to amend the terms and conditions of this Agreement, including package components, products and fees, at any time.

8. All prices include tax.

9. Limitation of liability and indemnity.

9.1 To the extent allowable under the Competition and Consumer Act 2010 or any other applicable law, we:

- (a) exclude all conditions and warranties implied into this Agreement;
- (b) exclude consequential, special or indirect loss or damage (including but not limited to loss of opportunity, loss of revenue, loss of data and loss of profits);
- (c) limit our liability for breach of any condition or warranty that we cannot exclude to (at our option):
 - (i) resupplying the Service; or
 - (ii) paying the cost of having the Service resupplied; and
- (d) limit our liability in respect of any other claim under or in connection with this Agreement, whether the claim is based in contract, tort (including negligence), statute or otherwise, to the amount paid to us by you under this Agreement and reduce that liability to the extent you cause or contribute to the loss the subject of the claim.

9.2 You must take all reasonable steps to minimise any loss you suffer or are likely to suffer and that is the subject of a claim against us under this Agreement. If you do not take reasonable steps to minimise that loss, then our liability to you for the relevant claim will be reduced accordingly.

9.3 We will not be liable under this Agreement to the extent that liability is caused by:

- (a) any breach of your obligations under this Agreement or a negligent act or omission by you; or
- (b) any delay in performance or breach of this Agreement which arises as a result of any matter beyond our control including but not limited to viruses, other defects or failure of the server hosting our app.

9.4 You indemnify us and our officers, employees and agents ("those indemnified") against any direct or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and own client basis) incurred or suffered by any of those indemnified as a result of any claim or proceedings brought by a third party against those indemnified in connection with any material uploaded or submitted by you in connection with the Service or any other act or omission by you in connection with your use of the Service.

9.5 Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement for whatever reason.

9.6 We will hold all data supplied by you in confidence. This data will not be shared, sold or distributed by UberRE to any party other than your Agency.

10. General

10.1 We may change these Terms and Conditions at any time by giving you at least 30 days' prior written notice.

10.2 We will send all notices and other communications to your email address you have provided to us. It is your sole responsibility to ensure that you provide us with your current contact email address.

10.3 All notices from you to us (excluding termination notices) must be sent by email to accounts@uberre.com.au. These contact details may be amended from time to time.

10.4 You must not assign this agreement or appoint an agent without our prior consent.

10.5 We may assign this agreement at any time. If we assign this agreement, we will notify you of the assignment.

10.6 This agreement (together with any documents referred to in the agreement or provided by us at the same time as the agreement) comprises the entire agreement between us about its subject matter. It supersedes all prior understandings, agreements or representations and you may not rely on any representations or warranties about the subject matter of this agreement except as expressly provided in this agreement.

10.8 The laws of Australia Govern the Agreement.

10.9 If any term of this agreement is void, unenforceable or illegal, that term is severed. The remainder of the Agreement has full force and effect.