

AGENT TERMS & CONDITIONS

Welcome to Home Live Group!

These terms of use (**Terms**) govern your use of the platform and mobile application named 'Home Live' (**Platform**) and our supply of services through the Platform. By using the Platform, you agree to be bound by these Terms which form a binding contractual agreement between you, being the user of the Platform (or the agency or other organisation which you represent) and us, Honed Real Estate Pty Ltd ACN 614 293 757 (**Home Live Group, our, we or us**).

When we talk about the "**Services**" in these Terms, we are referring to the Platform, our website and any additional services we may offer in connection with your use of the Platform.

1. INTRODUCTION (a) These Terms set out the terms and conditions that apply to the Services, including being incorporated into all agreements, quotations or orders under which Home Live Group is to provide additional services to you (each an Order Form) together with any additional terms included in such Order Form. (b) By signing an Order Form or by using the Services after being made aware of these Terms, you agree to be bound by these Terms which form a binding contractual agreement between you and us. (c) We may modify our Terms from time to time. If we do, we will notify you of the modifications no later than 7 days prior to the modifications taking effect. If you do not wish to accept a modification, you may terminate this agreement without penalty and cease using the Services. If you continue to use the Services after we modify our Terms and notify you, you'll be taken to have accepted the Terms as modified.

2. GRANT OF LICENCE In consideration for the payment of Fees, Home Live Group grants to you a non-exclusive, nontransferable, non-sublicensable, revocable licence to use the Platform in accordance with these Terms and Conditions. Home Live Group reserves for itself all other rights and interest not explicitly granted under this agreement.

3. ACCOUNT REGISTRATION

3.1 ACCOUNT REGISTRATION In order to use the Services, you will be required to sign up for an account (Home Live Group Account). When you register for a Home Live Group Account, you must provide true, accurate and complete information as requested and keep this information up to date after registration. You agree that you must maintain the confidentiality and security of your Home Live Group account information and your password; and you are responsible for any activities and those of any third party that occur through your Home Live Group Account, whether those activities have been authorised by you or not. You also agree to let us know if you detect any unusual activity on your account as soon as you become aware of it. We will not be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses to the extent arising out of a failure by you to maintain the security of your Home Live Group Account information or your password.

3.2 PERSONAL INFORMATION Upon creation of your Home Live Group Account, you will be required to make an account with Go Check ID (a related body corporate) for identify verification purposes. This will involve collection of certain personal information which will produce a de-classified token that will be shared with the Home Live Group. Go Check ID has its own Terms & Conditions and Privacy Policy that you must agree to when signing up for the service.

4. AGENCY ACCOUNTS If you sign up to a Home Live Group Account on behalf of an agency or other organisation (**Agency**), you must ensure that all users in the Agency who you provide with access to the Services (**Authorised Users**) comply with these Terms & Conditions and you will be responsible for the acts and omissions of all Authorised Users as if they were your acts or omissions.

5. FEES

5.1.FEES

5.2 We may choose to offer a no cost trial for a period of one month (the **trial period**). No later than 10 days prior to the end of the trial period, we will notify you that the trial period is ending and that you will be automatically placed onto a default subscription package (packages are available to view on the Home website) if you do not notify us that you do not wish to continue with a subscription. You will have the option to change the subscription package. These Fees

are to be paid in accordance with our current prices, billing process and payment terms set out on our website or otherwise in an Order Form. **5.3 FAILURE TO PAY** If Fees for a Home Live Account are not paid when they are due and continue to be unpaid after 7 days of notice from us, we may revoke your Home Live Account and require payment for you to continue accessing those Services . **5.4 PAYMENT METHODS** We may use third-party payment providers

(**Payment Providers**) to collect Fees. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment. **5.5 GST** Unless otherwise indicated, amounts stated on the website, Order Forms or other do not include GST. In relation to any GST payable for a taxable supply, you must pay the GST provided that Home Live Group provides you with a valid tax invoice.

6. REFUNDS Except as otherwise set out in these terms, on our website or as required by law (including any statutory rights that you may have under the Australian Consumer Law that cannot be excluded or limited), and subject to clauses 11.3 and 18.2 we do not offer refunds for any of our Services and any refunds we issue will be solely at our discretion. Non-use of the Home Live Group Account does not entitle you to a refund, including where you are unable to use Home Live because you have lost or forgotten a password, delays incurred while integrating other systems into Home Live (eg: your CRM) or where a team member in your agency or organisation leaves and does not cancel their Home Live Group Account.

7. ACCEPTABLE USE You agree: (a) to use the Platform only for the purpose of broadcasting the inspection of a property and to access the Platform's additional features; (b) not to copy, reproduce, translate, adapt, vary or modify the Services without our express consent; (c) not to use the Services in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity; (d) not to use the Services for the purpose of distributing unsolicited commercial content, junk mail, spam, bulk content or harassment; (e) not to attempt to breach the security of the Services or Home Live Group's system security, or otherwise interfere with the normal function of the Services, including by: (i) gaining unauthorised access to Home Live Group Accounts or data about other users of the Services; (ii) scanning, probing or testing the Services for security vulnerabilities; (iii) overload, flood, mailbomb, crash or submit a virus to the Services or Home Live Group's system; or (iv) instigate or participate in a denial-of-service attack against

the Services or Home Live Group's system; and (f) to ensure that your employees, sub-contractors and other agents who you have authorised to use or access the Services comply with the Terms and any applicable laws.

8. LIVE STREAM AND MESSAGES The Platform includes a functionality that allows users to contact you through live messages on the Platform (**Live Messages**). We do not endorse or guarantee the completeness, accuracy, or reliability of any user content or communications posted via Live Messages or endorse any opinions expressed via Live Messages. You understand that by using the Services, you may be exposed to content that might be offensive, harmful, inaccurate, deceptive or otherwise inappropriate. Except for liability that cannot be excluded by law, we won't be liable in any way for any such content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content generated or made available via Live Messages.

9. XML FEED & THIRD-PARTY PLATFORM ACCESS As part of the Services, we will provide a functionality that allows you to integrate property information from your accounts with third party systems (such as CRM systems or real estate portals) (**Third Party System**) with the Platform. In order to enable this functionality, we may require access to your account with the Third Party System to activate an XML Feed and obtain certain other information or data. If you elect to use this functionality, you grant us permission to contact third parties on your behalf as required, and you agree to complete any documentation we reasonably require, in order to enable us to provide this functionality. The data we publish via the integration will be the data as received by the XML Feed and we will not be liable for any loss, damages or costs caused by incorrect data or information provided by the feed.

10. 3D MODELLING We may offer to provide a Service that involves translating images of properties into 3D graphical representations (**3D Modelling Service**). The 3D Modelling Service will be provided by a third party service provider (**3D Modelling Provider**) and we act as an intermediary in acquiring the 3D Modelling Service on your behalf. You acknowledge that: (a) The purpose of the 3D Modelling Service is to give users a general idea of the layout of the property and should not be treated or relied on as an accurate indication of the dimensions or other features of the property; and (b) The output of the 3D Modelling Service will be dependent on the image you provide. In addition to the above, you acknowledge that the 3D Modelling Provider may have their own terms and conditions that apply to their service and you agree that the provision of the 3D Modelling Service may be conditional on your acceptance of those terms. The 3D Modelling Service will only have the benefit of any warranty given by the 3D Modelling Provider and any express or implied representations and warranties given by us in relation to the 3D Modelling Service are, to the maximum extent permitted by applicable law, excluded.

11. SERVICE LIMITATIONS 11.1 GENERAL The Services are made available to you strictly on an 'as is' basis. We cannot guarantee, and make no warranties, to the extent permitted by law, that: (a) the Services will be free from errors or defects; (b) the Services will be accessible or available at all times; (c) messages sent through the Services will be delivered promptly, or

delivered at all; (d) information you receive or supply through the Services will be secure or confidential; or (e) any information provided through the Services is accurate or true. 11.2 PERFORMANCE REQUIREMENTS The proper operation of the Platform is dependent on you using a compatible device with the latest version of the operating system. It also requires a stable internet connection with adequate bandwidth and may require a significant amount of phone battery power. These dependencies are your responsibility and Home Live Group's only obligation in relation to the Platform is to provide access to the application and ensure that a live stream of the property viewing is available and functional (Live Stream). 11.3 LIVE STREAM FAILURE In the event that the Live Stream is not available, please contact us through the contact details in the Platform. As soon as we receive notice from you that the Live Stream is not available, we will use our best endeavours to rectify the issue.

12. **SECURITY** 12.1 GENERAL We do not accept responsibility for any unauthorised use, destruction, loss, damage or alteration to your, your computer systems, mobile phones, websites or other electronic devices arising in connection with use of the Services. You should take your own precautions to ensure that the process which you employ for accessing the Services does not expose you to the risk of hacking, malware, ransomware, viruses, malicious computer code or other forms of interference. 12.2 EMBED FUNCTIONS We may provide functionality as part of the Services that allows you to embed the Live Stream on your website. We do not guarantee, and it is your responsibility to ensure, the interoperability of our code with your website and any related impact on the security of your website. 12.3 SYNDICATION We may provide functionality as part of the Services for syndication of the Live Stream on certain social media and third party platforms. We do not guarantee, and it is your responsibility to ensure, the interoperability of our code with any third party platform and any related impact on the security of your third party accounts. 12.4 LOCAL DATA STORAGE The Services may include a functionality to store customer details and other information or data on your own mobile phones, computer systems or other electronic devices. You accept full responsibility for the security of the data and information that you store through this functionality.

13. **YOUR CONTENT** 13.1 TYPES OF CONTENT As part of using the Services, you'll be uploading images, content, information and materials you share with us or the public (including feedback, suggestions and enhancement requests), including by using the features of the app, sharing content via the app on social media or by contacting us, or when you register a Home Live Group Account (**Posted Materials**). 13.2 POSTED MATERIALS By providing or posting any Posted Materials, you represent and warrant that: (a) you are authorised to provide the Posted Materials; (b) the Posted Materials are free from any harmful, discriminatory, defamatory or maliciously false implications and do not contain any offensive or explicit material; (c) the Posted Materials are not "passing off" of any product or service and does not constitute unfair competition; (d) the Posted Materials do not infringe any intellectual property rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world (Intellectual Property Rights); (e) the Posted Materials are accurate and true at the time they are provided; (f) any Posted Materials which are in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience; (g) the Posted Materials do

not contain any viruses or other harmful code, or otherwise compromise the security or integrity of any network or system; and (h) the Posted Materials do not breach or infringe any applicable laws, regulations or orders. **13.3 POSTED MATERIALS – IP LICENCE** By uploading any Posted Materials, you grant to Home Live Group (and its agents or service providers) a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in that Posted Material in order for Home Live Group to use, exploit or otherwise enjoy the benefit of such Posted Material for any purpose. You also grant, and will ensure that all authors of the Posted Materials grant, an irrevocable, unconditional and legally enforceable consent allowing Home Live Group, its agents, service providers, licensees and assigns, to such use, exploitation or enjoyment anywhere in the world, (a) which, but for the consent, would infringe the moral rights granted under the *Copyright Act 1968* (Cth) and any similar rights existing anywhere in the world, of you or the applicable author. **13.4 REMOVAL OF POSTED MATERIALS** We don't have any obligations to screen Posted Materials in advance of them being posted and your compliance with these Terms is your responsibility. However, we may, if we choose and in addition to any other rights and remedies under these Terms, review and remove any Posted Materials at any time without giving any explanation or justification for removing the material and/or information. **13.5 INDEMNITY** You indemnify Home Live Group and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from, or in connection with any of your Posted Materials breaching clause 13.2.

14. OUR CONTENT Unless we indicate otherwise, all materials used in the Services (including text, graphics, logos, icons, sound recordings and software) are subject to Intellectual Property Rights that are owned or licensed by us. You can only access and use these materials for the sole purpose of enabling you to use the Services in accordance with the plan you are on, except to the extent permitted by law or where you have received prior written approval from us.

15. THIRD PARTY CONTENT & LINKS The Services may contain text, images, data and other content provided by a third party (**Third Party Content**). We make no representation or warranty about the quality, suitability accuracy, reliability, currency or completeness of any Third Party Content, and you should conduct your own investigations and seek your own advice. The Services may also contain links to websites operated by third parties (**Third Party Links**). Third Party Links are provided for convenience and may not remain current or be maintained. We do not endorse and are not responsible for Third Party Links and have no control over or rights in linked websites.

16. DISCLAIMER To the maximum extent permitted by applicable law, each party limits their respective liability to the other party for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to the Services to \$100 (AUD) in aggregate. This includes the transmission of any computer virus. Each party (**Indemnifying Party**) agrees to indemnify the other party and its employees and agents in respect of all liability for loss, damage or injury which may be suffered by any person arising from, or in connection with, the Indemnifying Party's breach of these Terms, except to the extent caused by the other party's breach of these Terms, negligence

or misconduct. To the maximum extent permitted by applicable law and subject to statutory guarantees that cannot be excluded, Home Live Group excludes all express or implied warranties. Where a condition, warranty or guarantee which may not lawfully be excluded applies to these Terms or the Services under any law (including the Competition and Consumer Act 2010 (Cth)), then to the maximum extent permitted by applicable law, Home Live Group's liability for breach of that non-excludable condition, warranty or guarantee will, at our option, be limited to: (a) in the case of goods, their replacement or the supply of equivalent goods or their repair; and (b) in the case of services, the supply of the services again, or the payment of the cost of having them supplied again. To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with the Services, these Terms or their subject matter.

17. CONNECTION SERVICE The Platform is a medium that facilitates the introduction of real estate agents and agencies with potential customers for the purposes of enabling those customers to remotely attend property inspections, list or auction properties and verify users and more. Our fees are charged in consideration for providing this connection service and other discreet related services, and we do not have any obligations or liabilities to, and are not a party to any contract between, you and any customers you connect with on the Platform.

18. CANCELLATION **18.1 CANCELLATION BY YOU** You can cancel your Home Live Group Account at any time by using the functionality provided in the app. If you cancel your Home Live Group Account prior to the end of any current billing cycle, your cancellation will be effective on the last day of that billing cycle (unless otherwise stated in an Order Form). Please note that you are ultimately responsible for the proper cancellation of your Home Account. Requesting cancellation by telephone, email or by otherwise contacting us is not considered cancellation unless an authorised representative of Home Live Group provides confirmation that the account has been cancelled. **18.2 CANCELLATION BY US** To the extent permitted by law, we reserve the right to terminate your access to any or all of the Services or any part of the Services at any time without notice, for any reason, provided that we refund to you any Fees for Services which you have paid for and not received. We may also terminate your access to any or all of the Services at any time if you breach any provision of these Terms and the breach is incapable of remedy, or you do not remedy the breach within 7 days of receiving notice from us of the breach. **18.3 EFFECT OF CANCELLATION** Upon termination or expiry of your Home Live Group Account, the licence granted to you under clause 2 will be terminated and we will delete any Posted Materials associated with your Home Live Group Account. Upon cancellation, your access will continue for 7 days to allow you to recover your Posted Materials. We won't be responsible to you for, and expressly disclaim any liability for, any cost, loss, damages or expenses arising out the cancellation, termination or expiry of your Home Live Group Account. **18.4 SURVIVAL** The sections titled "Your Content", "Disclaimer", "Survival" and "General" will survive any termination or expiration of these Terms, as well as any other provision which by its nature would reasonably be expected to be complied with after termination.

19. **GENERAL** 19.1 **PRIVACY** You agree to be bound by the clauses outlined in Home Live Group's Privacy Policy, which can be found at <https://www.home.com.au/en/privacy> 19.2 **WAIVER** 19.3 No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver. 19.4 **ASSIGNMENT** You can't assign, novate or otherwise transfer your rights or obligations under this agreement without the prior consent of Home Live Group. 19.5 **GOVERNING LAW** This agreement is governed by the law applying in New South Wales, Australia. 19.6 **JURISDICTION** The courts located in New South Wales, Australia will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to these Terms. Each party hereby consents and submits to the exclusive jurisdiction of those courts. 19.7 **LOCATION OF SERVICES** Home Live Group controls the operation of the Services from headquarters located in Australia. Some Services or parts thereof may be operated from, or hosted on mirrors or servers, at various locations outside of Australia. We make no representation or warranty that all of the features of the Services will be available to you outside of Australia or that they are permitted to be accessed outside Australia. You're solely responsible for your decision to use the Services from other locations and you acknowledge that such use may be subject to, and you are responsible for, compliance with applicable local laws in relation to your use of the Services.