



Propic Terms & Conditions

Terms and Conditions

1. GENERAL

- 1.1 We agree to provide the Services to You and You agree to purchase the Services in accordance with the terms of the Agreement.
- 1.2 Any work undertaken by Us, or services provided by Us, prior to the date of this Agreement with respect to the Services are deemed to form part of the Services, and will be governed by this Agreement
- 1.3 This Agreement governs any trial of the Services. If You purchase our Services, this Agreement will also govern Your purchase and ongoing use of those Services.
- 1.4 By accepting this Agreement, or by executing an Order Form that references this Agreement, You agree to the terms of this Agreement.
- 1.5 You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes including developing similar functionality by You and or a third party engaged by You.

2. CONTRACT DOCUMENTS

- 2.1 The Agreement between You and Us comprises the Subscription Agreement, Schedules, Terms and Conditions and signed Order Form(s).
- 2.2 If there is any inconsistency between documents constituting the Agreement, an earlier document listed in clause 2.1 will prevail over a later document to the extent of any inconsistency.
- 2.3 We may change these terms at any time by written notice to You.
- 2.4 If You do not wish to accept the changes You may terminate this Agreement by written notice to Us to be given within 30 days of Us sending notice of the changes.
- 2.5 If You do not give notice of termination of this Agreement within the period described in clause 2.4 this Agreement will continue in effect and the changes to these terms will apply to this Agreement with effect 30 days after the date We sent the notice of the change to You.

3. DEFINITIONS

- 3.1 In the Agreement:

Affiliate means any entity which is controlled by You. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Agreement means this agreement entered into between Us and You.

AppExchange means the online directory of applications that interoperate with the Subscription Services, located at <http://www.salesforce.com/appexchange> or at any successor websites.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether arising in contract (including under an indemnity), tort (including negligence), statute, equity, common law, or otherwise.

Claire Avatar means any avatar or simulation that is displayed on the Claire Platform.

Claire Platform means the hardware, software, and operating system which forms part of the Services.

Commencement Date means the commencement date as set out in the Contract Details, Schedules or an Order Form

Content has the meaning given in clause 5(d).

Data has the meaning given in clause 5(d).

Do Not Call Register means the national register of telephone numbers maintained pursuant to the *Do Not Call Services Act 2006* (Cth.)

Fees means the fees payable under this Agreement as set out in the Contract Details, Schedules and Order Form.

Generative AI means a subset of artificial intelligence focused on creating data models that can produce content resembling original data, including but not limited to the Claire Platform.

Initial Term means the initial term of this Agreement as set out in the Contract Details, the Schedules or an Order Form.

Insolvency Event means if the relevant entity:

- (a) stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
- (b) is insolvent within the meaning of section 95A of the Corporations Act;



- (c) would be presumed insolvent by a court by reason of section 459C(2) of the Corporations Act;
- (d) fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act) and fails to remedy that failure within 7 days after being required in writing to do so by the party issuing the statutory demand;
- (e) has an administrator appointed over all or any of its assets or undertaking or any step preliminary to the appointment of an administrator is taken;
- (f) has a controller within the meaning of section 9 of the Corporations Act or similar officer appointed to all or any of its assets or undertaking; has an application or order made, proceedings commenced, a resolution passed or proposed in a notice of meeting or an application to a court or has other steps taken for its winding up or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or
- (g) ceases or threatens to cease carrying on business in its usual course.

Intellectual Property Rights means any intellectual property rights subsisting anywhere in the world, including:

- (a) rights in relation to:
 - (i) copyright (registered or unregistered);
 - (ii) inventions (including patents, innovation patents and utility models);
 - (iii) confidential information, technical information and know-how;
 - (iv) registered and unregistered designs;
 - (v) registered and unregistered trade marks; and
 - (vi) circuit layout rights, topography rights, and rights in databases;
- (b) any similar rights resulting from intellectual activity in the industrial, commercial, scientific, literary or artistic fields which subsist or may at any time subsist;
- (c) any application and the right to apply for registration for any of the above; and
- (d) any right of action against any party in connection with any of the above.

Loss means all liabilities, losses, damages, outgoings, costs and expenses including reasonable legal costs (on a solicitor-client basis) and any penalties or fines imposed by a regulatory authority, court or tribunal.

Machine Learning means a method of data analysis that automates analytical model building, allowing systems to learn from data without being explicitly programmed, including but not limited to the Claire Platform.

Malicious Code means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

Our Data means any data, facts, information, statistics, analytics, indices, results, reports, photographs, machine learning models, or meta data, (including any Personal Information, property transactional, ownership and occupancy information) or other information which is (at any time) accessed or obtained by You from Us under or in connection with this Agreement but excludes Your Data.

Our Enriched Data means all electronic data or information that We use, create, adapt, augment, modify or transform and may provide to third-parties, including as part of the Subscription Services, including by applying Propic Data, Your Data, or Third-Party Data to information We have obtained about third-parties and their Affiliates, and including by merging, manipulating, combining, linking and/or enriching Your Data or Third-Party Data with the Propic Data, or otherwise through our provision of the Software and the Subscription Services. Our Enriched Data includes (without limitation) any Generative AI and anything produced on, by or with the Claire Platform.

Party means a party to this Agreement.

Personal Information means all information about a person that is 'personal information' as defined in the Privacy Act, which is collected or held by either Party in connection with this Agreement.

Privacy Act means the Privacy Act 1988 (Cth) as amended from time to time.

Privacy Law means the:

- (a) Privacy Act; and
- (b) Privacy Principles;

Privacy Principles means those Privacy Principles incorporated into the Privacy Act as amended and replaced from time to time.

Professional Services means the services set out in the Schedule titled 'Professional Services'.

Propic Data means the unmodified or modified data sets that We make available to You as part of the Subscription Services, including Our proprietary data sets, machine learning models, predictive analytics as well as data sets from third party data sources We make available as part of the Subscription Services, but excluding Your Data.

Services means the Subscription Services, Support Services and Professional Services as are relevant to this Agreement.

Software means the software being provided under this Agreement, which may be subject to a third party licence to Us.

Subscription Agreement means the ordering documents for purchases of Software and/or Professional Services entered into between You and Us from time to time.

Subscription Services means the products and services that You purchase as set out in the Contract Details, Schedules or Order Form, as distinguished from those provided pursuant to a 30-day free trial.

Subscription Term means the subscription term specified within Contract Details, the Schedules or an Order Form.

Support Services means the support services as set out in the Contract Details, the Schedules or an Order Form.

Territory means the territory specified in the Contract Details.

Third-Party Applications means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Subscription Services and the trial services, and are identified as third-party applications, including but not limited to Amazon.com, Microsoft Azure, or any internet posting site/s.



Third-Party Data means data obtained by Propic from third parties for the purposes of providing the Subscription Services to You.

Users means individuals who are authorised by You to use the Subscription Services, for whom subscriptions to a Subscription Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents; or third parties with which You transact business.

We, Us or Our means our entity set out in the Contract Details or Order Form.

You or Your means the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity.

Your Data means all electronic data or information submitted by You to the Subscription Services.

Your Enriched Data means all electronic data or information that We use, create, adapt, augment, modify or transform and provide to You as part of the Subscription Services, including by applying Propic Data or Third-Party Data to information We have obtained about You and Your Affiliates, and including by merging, manipulating, combining, linking and/or enriching Your Data with the Propic Data or otherwise through our provision of the Software and the Subscription Services. Your Enriched Data may include (without limitation) elements of Your Data and Propic Data, and excludes any Generative AI and anything produced on, by or with the Claire Platform.

Your Modified Enriched Data has the meaning given in clause 8.3(c)(ii).

4. SERVICES

4.1 Provision of Services

- (a) Subject to payment of the Fees, we will make the Subscription Services and the Support Services available to You pursuant to this Agreement for the Subscription Term.
- (b) You agree that You have not entered into this Agreement on the basis of the delivery of any future functionality or features, or because of any oral or written public comments made by Us regarding future functionality or features except as expressly set out in this Agreement. For the avoidance of doubt all current and future functions in the Schedules form a part of the Agreement and we agree to the delivery of these under the Agreement.

4.2 User Subscriptions

- (a) Subject to payment of the Fees, You are granted non-exclusive, irrevocable, non-transferable, non-sub-licensable, limited licence to install and use (and to permit Your Affiliates to use) the Software for the number of Users specified in the Schedule or as otherwise set out in the Details.
- (b) You may from time to time during the Term purchase additional subscriptions and We will grant and enable access to the Software to any Additional Users in accordance with this Agreement.
- (c) If You wish to purchase additional subscriptions, You must notify Us in writing of the number of additional subscriptions by submitting a written Order Form.
- (d) You will pay to Us the Fees for any Additional Users at Fees specified above.
- (e) Additional Users purchased will be invoiced and payable monthly in advance and calculated in whole months and We will issue an invoice to You for such Additional Users. For the avoidance of doubt if an Additional User is added on 13 February for example, that Additional User is charged a subscription for the entire month of February.

4.3 Changes to Subscription Services

- (a) From time to time during the term of this Agreement, We may make changes to the Software and/or the Subscription Services. These changes may include:
 - (i) making additional functionality, features, deliverables or services available for access; or
 - (ii) removing functionality, features, deliverables or services.
- (b) If You do not wish to accept the changes referred to in clause 4.3 (a) (ii), You may terminate this Agreement by written notice to Us within 30 days of Us notifying You of the changes in writing.

4.4 Subscription Services Upgrades and Downgrades

- (a) Where applicable You may upgrade or downgrade Your Subscription at the end of the current term by giving Us 30 days written notice in advance. Upon expiry of the current term You will then automatically enter into a new 12 month term.

5. USE OF THE SERVICES

5.1 Our Responsibilities

- (a) We will make the Subscription Services available and perform the Support Services in compliance with:
 - (i) the Schedules, except for unavailability of the Services caused by circumstances beyond Our reasonable control; and
 - (ii) all applicable laws and government regulations relevant to the provision of the Services.
- (b) We will also provide the Services:
 - (i) accordance with this Agreement
 - (ii) in a diligent manner;



- (iii) to the standard of skill and care expected of a service provider experienced in provision services of a similar kind; and
- (iv) in accordance with all relevant professional principles and industry standards.

5.2 Access and use of the Licensed Software

- (a) Although We will use commercially reasonable efforts to ensure the Software is available 24 hours a day, 7 days per week, the Software may become unavailable from time to time for scheduled downtime including for maintenance, system updates and upgrades, or as a result of events beyond Our reasonable control including but not limited to:
 - (i) failure or default by any contractor of Ours that is providing infrastructure or services such as utilities, telecommunications services, data services or data center or cloud hosting or storage services;
 - (ii) an abnormal peak of transaction volume; or
 - (iii) any breach of this Agreement by You or the negligence of You or Your personnel.

5.3 Your Responsibilities.

- (a) We grant You, solely for the purposes associated with Your (and Your Affiliates' respective) business within the Territory and not for any other purpose:
 - (i) a non-exclusive, irrevocable, non-transferable, non-sub-licensable, limited licence during the term of the Agreement to access and use the Software and the Subscription Services, subject at all times to Your compliance with the provisions of this Agreement; and
 - (ii) a non-exclusive, perpetual, irrevocable, licence to access, use, copy, modify and adapt Your Enriched Data (including, to avoid doubt, after the expiry or termination of this Agreement). To avoid doubt the licence in this subclause (ii) will survive the termination or expiration of this Agreement for any reason.
- (b) This licence includes the right to authorise Your Users and Affiliates (and the Users of Your Affiliates) to access and use the Software.
- (c) You will:
 - (i) be responsible for Users' compliance with the relevant sections of this Agreement;
 - (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data that You provide to Us and the means by which You acquired that data;
 - (iii) prevent unauthorised access to or use of the Subscription Services, and notify Us promptly of any such unauthorised access or use;
 - (iv) use the Subscription Services only in accordance with this Agreement and applicable Laws that relate to Your business operations; and
 - (v) ensure when You provide information to Us relating to other persons using the Software (including Personal Information), You have complied with the Privacy Law obtained all necessary consents as required by any applicable laws and other regulatory requirements, and you will indemnify Us to the extent You fail to do so;
 - (vi) ensure that any statement You make to Us or any content or material supplied by You (including content uploaded to Our Services):
 - a. is not unlawful;
 - b. is not provided for improper use;
 - c. is not misleading or deceptive or likely to mislead or deceive (including for the reason that the branding on a listing would, or would be likely to, mislead or deceive consumers about Your agency group, Your office or Your agent that was responsible for marketing the relevant property); and
 - d. does not include information that is defamatory, fraudulent, infringes the intellectual property rights of third parties, or would otherwise expose Us to any liability, legal proceedings or other sanction.
 - (vii) comply with all applicable laws, including without limitation, the Competition and Consumer Act 2010 (including the Australian Consumer Law), Trade Marks Act 1995, fair trading legislation, real estate legislation and regulation (including rules governing the disclosure, retention, and payment of any rebates, referrals or benefits) and any other applicable advertising standards and regulations including the Privacy Act 1988 and regulations thereunder.
 - (viii) ensure that You and all of Your employees treat Our employees with courtesy at all times and not threaten, harass, abuse, assault, use offensive language, defame or repeatedly and unnecessarily contact our employees, contractors or agents or otherwise cause them distress or discomfort.
 - (ix) comply with any guidelines and codes issues by Your local and national body for Your type of organisation.
 - (x) You:
 - a. acknowledge that Our Services may from time to time may become unavailable, and resultantly that the requirement for you to monitor and oversee Our Services is required, to ensure that You deliver safe and effective services to your customers; and
 - b. that Our Services include a concierge tool to enhance your productivity and the effectiveness of your communication, and us providing Our Services to you is not intended as a substitution to diligent management of Your business, nor Us assuming liability for delivery of your service, nor us assuming any risk associated with your Business; and
 - c. that You must monitor the activity of Our Services; and
 - d. that You ensure maintenance requests are actioned, and if not, that you action such requests; and
 - e. that Your failure to monitor and intervene where required, where loss or damage to You or a Third Party Occurs, we will not be liable for such loss or damage whether direct or consequent.
- (d) Generative AI and Machine Learning:



- (i) The Services and Software use cognitive computing (also known as artificial intelligence) technology (including but not limited to large language models, Generative AI, Machine Learning and predictive analytics) to produce autonomous information and content obtained from multiple data sources (including but not limited to Your Data, Your Enriched Data, Propic Data, Our Data, open-sourced information, 'Big Data' and third party datasets (collectively, the **Data**)). By continuing to use our Services, Software, or the Data (collectively, the **Content**), you hereby acknowledge and accept that:
 - a. our Content is being provided to you for general informational purposes only and is not a substitute for advice from a qualified professional and must not be used or relied upon as commercial, legal, financial, or other professional advice. We have no fiduciary duties to you in this respect as we do not provide advice, rather our role is limited to aggregation and analysis of bulk data for general informational purposes;
 - b. you must use discretion before relying on, publishing, or otherwise using our Content. This is because our Content is provided solely for general informational purposes and:
 - (1) is continuously evolving through data mining, training (both supervised and unsupervised), testing, validation, and reinforcement;
 - (2) will be prone to variances, biases, and hallucinations due to the very nature in which machines learn (particularly if by pattern recognition) and do not represent Our views and is not carefully / may not be vetted for accuracy, completeness, efficacy, or veracity;
 - (3) may at times be generated from third party marketing materials, intellectual property and data, which also do not represent Our views or our property and are independently subject to laws (such as privacy and data security). We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Content or any hyperlinked website or service, and we will not be a party to or in any way monitor, any transaction between you and third-party providers of products or services; and
 - (4) may sometimes produce or publish inaccurate or offensive content for example, via our chatbot which is designed to converse with you using natural language processing and deep learning to respond intelligibly to you by mimicking or imitating human engagement. Whilst the Content does not always represent Our views and we continue to monitor and set parameters to mitigate this, use is at your own risk and we disclaim all liability in respect of any inaccurate or offensive content,
 - c. any information provided by you in engaging with the Content may be used by us and form part of the Content and will otherwise be handled in accordance with our Privacy Policy;
 - d. due to the inherent nature of the Content, you may be exposed to the confidential information of third parties, in which case you agree to treat such information as if it were your own confidential information, agree to refrain from sharing this confidential information with others and agree to notify Us of your receipt of confidential information of this nature as soon as reasonably practicable after receipt; and
 - e. you must use the Content appropriately and reasonably and not contribute, condone, or encourage the use of unlawful text or images, explicit content, gratuitous violence, or unlawful acts when engaging with the Content. This is because any information or data provided by you will not necessarily be monitored by us and may form part of other Data generated by us,
 - (ii) you are solely responsible for, and will indemnify Us in respect of, any claims, liability, loss, costs or damages arising from, in respect of, caused by, or downloaded or otherwise obtained through, Your use of the Content, including but not limited to, any damage to your computer system, database or mobile device or loss of data that is caused or contributed by your own negligence, acts, omissions, breach or default of these Terms and Conditions;
 - (iii) the Content is provided on an "as is" and "as available" basis. Except to the maximum extent permitted by law and as otherwise set out in our this agreement, we and our subsidiaries, affiliates and licensors make no warranties (express, implied, statutory or otherwise) and disclaim any and all warranties and liability in respect of the Content, including but not limited to, merchantability, fitness for a particular purpose, satisfactory quality, non-infringement (including but not limited to privacy, copyright, intellectual property and third party rights), quiet enjoyment, course of dealing or trade usage, un-interruption or availability at any particular time or location, accuracy or reliability, security or cyber incidents of any kind, loss, or alteration, defects, errors or corrections thereof, viruses or other harmful components, or meeting your requirements. These exclusions are reasonably necessary to protect our legitimate interests given the inherent nature and development of the Content; and
 - (iv) you are responsible for providing disclaimers to your customers in respect of this clause 5(d) and will indemnify Us for any claims, liability, loss, costs or damages arising from, in respect of, or caused by, those disclaimers.
- (e) You will not, during the term of this Agreement and after termination or expiration of this Agreement:
- (i) make the Subscription Services available to anyone other than Users;
 - (ii) sell, resell, rent or lease the Subscription Services other than to an Affiliate as permitted under this Agreement;
 - (iii) distribute, copy, reproduce, disclose, market, publish, assign, incorporate into any database, or otherwise transfer Our Data to a third party;
 - (iv) commercialise or otherwise exploit Our Data or the Subscription Services without Our express written permission;
 - (v) use the Subscription Services or the Software on behalf of or for the benefit of any third party;
 - (vi) knowingly use the Subscription Services to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or knowingly to store or transmit material in violation of third-party privacy rights;
 - (vii) copy, reproduce, translate, decompile, disassemble, reverse-compile, reverse-engineer, resell, modify or vary all or any portion of the Software including any source code, object code, algorithms, methods or techniques used or embodied



- therein, whether by scraping, harvesting or some other means;
- (viii) knowingly use the Services to store or transmit Malicious Code;
- (ix) introduce any viruses, worms, defects, Trojan horses, malware, corrupt files, or any other similar software or programs that are destructive in nature and/or may damage the operation of any computer hardware or software, including the our Software of Our products; intentionally interfere with or disrupt the integrity or performance of the Subscription Services or third-party data contained (other than as an unavoidable consequence of Your permitted use of the Services); or
- (x) attempt to gain unauthorised access to the Subscription Services or their related systems or networks.

5.4 Your Acknowledgements

You agree and acknowledge that:

- (a) We, when providing the Services, will derive information from a range of data sources and third-party data providers (including Your Data and information provided by You) which We believe to be correct, accurate, complete and up to date. However, We
 - (i) do not warrant that the information, data or insights are accurate, complete, reliable, up to date or fit for purpose;
 - (ii) do not accept any liability for any information that We provide or to which We give access when providing the Services; and
 - (iii) reserve the right to alter the information at any time where reasonably required to do so.
 - (iv) If in the event a third-party data provider of Ours is no longer able to provide the data services required or changes their terms and conditions which are not acceptable to Us, and the Services provided are dependent on this data and an alternate/equivalent data provider is not available, We will notify You immediately in writing with the option to cancel Your subscription as at the date of notification without liability to Us.
- (b) You must take Your own precautions to ensure that the system that You use for accessing the Services does not expose You to the risk of viruses, malicious computer code or other forms of interference which may damage Your or Our computer system. To avoid any doubt, We do not accept responsibility for any interference or damage to Your or any other computer system which arises in connection with the Your access to or use of the Services or any linked website.
- (c) Property Market (Sales and Rent) and Campaign data:
 - (i) is provided for general indicative and trending purposes only. We do not warrant the accuracy or reliability of this data and it should not be regarded as a substitute for professional advice
 - (ii) is provided for Your internal business use only and may not be copied, published, or disclosed to any person outside Your agency or franchise group, save that the data may be used to illustrate to Your clients the performance of their listings(s) and in presentations and meetings with prospective clients as an example of the performance of a property campaign.
- (d) We may, at our discretion, remove or amend some or all of Your listings if You are, in our reasonable opinion, in breach of Your obligations under this agreement.
- (e) You are solely responsible for the content of Your listings and any errors or omissions in Your listings. Our role is one of publisher only.
- (f) We will use reasonable endeavors to provide You with continuous and fault-free Services, however we cannot guarantee this and technological failures or delays may prevent Us from doing so.
- (g) Where You have provided Us with Your contact details (verbally or in writing) We may contact You or Your employees from time to time in relation to Our Services offered by Us or Our business partners and You authorise Us:
 - (i) to contact You or Your employees via phone, email, text message, push notifications and other electronic media, unless You explicitly request us not to contact You via these media; and
 - (ii) to contact You or Your employees via any of these methods without including an unsubscribe facility, to the extent permitted by law.

5.5 No Reliance

- (a) You agree that You have sole responsibility for the accuracy, quality, integrity, legal compliance, reliability, appropriateness and rights ownership in all Your Data.
- (b) You agree that there are limitations to the Software and Services' ability to assist in Your business.
- (c) You agree that the Software and the Services do not detect faulty or aberrant input data, do not take into account all of the matters that should be considered in decision making regarding matters of relevance to Your business and should not be used as a substitute for Your independent and appropriately qualified decisions regarding matters of relevance to Your business.
- (d) You warrant that You will not make or permit any access to or use of the Software or Services unless You have in place appropriate strategies, in addition to (and not reliant on) Your use of the Software and Services to manage all risks attendance on Your business.

5.6 We reserve the right to:

- (a) deactivate your Subscription; and
 - (i) monitor your Subscription; and/or



(ii) use of the Software and Services.

6. LISTINGS

6.1 All Listing Agreement

- (i) If you have subscribed to an all-listing agreement, you acknowledge that you will be charged for all your listings irrespective of whether you push the listing to our platform or not. Under this subscription type you will be charged your listing fee as follows:
 - a. All listings pushed to our platform
 - b. All listings advertised on a portal but not pushed to our platform
- (ii) All listing subscriptions have a fair use policy that entitles you to not be charged for listings not pushed to the platform in the event a Vendor does not want AI on their listing. You must notify us in advance and provide the address details for this listing to be excluded from your invoice. You cannot exclude more than 5% of your listings in a month.

6.2 Errors

- (a) You must promptly check proofs of listing advertisements provided to You from Us and notify Us of any errors in the published listing advertisement.
- (b) We do not accept responsibility for any errors submitted by You or Your agents in the listing advertisement including adcopy generated from our platforms
- (c) We are not responsible for any content including PDF content uploaded to the platform. You accept full responsibility for this content including but not limited to ensuring content uploaded does not conflict with other listing data increasing the potential for Generative AI hallucinations.

7. THIRD-PARTY APPLICATIONS, DATA PROVIDERS AND REFERRAL SERVICES

7.1 Acquisition of Third-Party Applications

- (a) We may offer Third-Party Applications for sale or use and if You agree to purchase these Third-Party Applications they will be specified on an Order Form.
- (b) Any other acquisition by You of the Third-Party Applications and implementation, customisation and other consulting services, and any exchange of data between You and the provider of any Third-Party Application, is solely between You and the provider of any Third-Party Application.
- (c) We do not warrant or support Third Party Applications, whether or not they are designated by Us as “certified” or otherwise, except to the extent specified in an Order Form.

7.2 Third-Party Applications and Your Data

- (a) If You install or enable Third-Party Applications within the scope of clause 6.1(b) for use with the Subscription Services, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the Subscription Services.
- (b) We are not responsible for any disclosure, modification or deletion of Your Data by the provider of those Third Party Applications resulting from any such access by the provider of that Third-Party Application.
- (c) The Subscription Services will allow You to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Subscription Services.

7.3 Third-Party Data Providers

- (a) You acknowledge to provide certain services to you; We may share your data including personal identifiable data with third party data providers for the provision of the services such as data enrichment or augmentation.

7.4 Third Party Referral Services

- (a) You warrant that you have the required privacy consents to use and disclose Personal Information in your control for the purpose of making referrals through the referral services outlined in this Agreement
- (b) You acknowledge and agree that We will be providing the personal information you provide to Us to Our third party referral partners ('Referrers').
- (c) We reserve all rights to utilise Your Data for the purposes of improving lead generation metrics and machine learning.
- (d) All leads data, including personal identifiable information, will be shared via Our API or other electronic means.
- (e) You acknowledge and agree that we have no responsibility for the security of Your Data that is outside of Our control once it has been passed to the Referrers.
- (f) If You are using a nominated third-party for referral leads, You confirm that We are not responsible or accountable for that party's service offering or performance. Our Services are limited to generating potential leads and passing the agreed information to the Referrer.
- (g) We may from time to time receive referral fees from the Referrers, which will belong exclusively to Us unless we have otherwise agreed in a separate written referral agreement with You.

8. FEES AND PAYMENT FOR SUBSCRIPTION SERVICES



8.1 Subscription Service User Fees

- (a) You will pay all Fees specified in the Schedules and any Order Form, and as amended from time to time.
- (b) Except as otherwise specified in this Agreement or otherwise set out in the Details:
 - (i) payment obligations are non-cancellable and Fees paid are non-refundable (but without affecting any right of set off that You may have); and
 - (ii) the number of User subscriptions purchased cannot be decreased during the relevant Subscription Term, except on 3 months' prior written notice to Us and provided that the adjusted number of User subscriptions does not fall below the Minimum User count.
- (c) User subscription fees are calculated based on annual periods determined in accordance with the Schedules.
- (d) We reserve the right to change fees for any Subscription at any time. You will be notified in writing thirty (30) days in advance of any changes to fees and may terminate prior to these changes taking effect if You consider these will cause You a material detriment.

8.2 Invoicing and Payment

- (a) Unless specified in the subscription agreement We will invoice You monthly in advance the subscription Fees for the Subscription or as otherwise set out in the Subscription agreement.
- (b) Unless otherwise stated in the Subscription Agreement You must pay the Fees within 14 days from the date on which You receive our correctly rendered tax invoice.
- (c) If Fees remain outstanding beyond the due date We may charge You interest on the overdue amount at a rate of 5%. Such interest will compound daily from the date payment was due until the date of payment in full of the overdue amount.

8.3 Suspension of Service and Acceleration

- (a) If You have not paid the invoiced amount in accordance with clause 7.2, We may suspend providing the Subscription Services to You.

8.4 Taxes

- (a) You are responsible for paying GST associated with Our provision to You of the Services, subject to Us first providing You with a correctly rendered tax invoice.

9. PROPRIETARY RIGHTS

9.1 Reservation of Rights

- (a) We reserve all rights, title and interest in and to the Subscription Services, Our Data, Our Enriched Data and Your Enriched Data, including all related Intellectual Property Rights.
- (b) No rights are granted to You other than as expressly set out in this Agreement.
- (c) We own the Intellectual Property Rights in and relating to any documents, software and other materials that We create or modify for You.

9.2 Restrictions

You will not:

- (a) permit any third party to access Our Data, Our Enriched Data, the Software or the Subscription Services except as permitted in this Agreement;
- (b) create derivative works based on the Services;
- (c) copy, frame or mirror any part or content of the Subscription Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes;
- (d) reverse engineer the Subscription Services, or
- (e) access the Subscription Services in order to:
 - (i) build a competitive product or service;
 - (ii) copy any features, functions or graphics of the Subscription Services, or
 - (iii) commercialise or otherwise exploit Our Data or the Subscription Services without Our express written permission.

9.3 Ownership of Your Data, Your Enriched Data, and Your Intellectual Property Rights

- (a) By entering this Agreement, You confirm, represent, warrant and acknowledge that, in respect of Your Data and Your pre-existing Intellectual Property Rights:
 - (i) You have obtained all necessary third-party consents and authorisations in writing; and
 - (ii) You own all rights, title and interest (including all Intellectual Property Rights).
- (b) In respect of Your Data, You grant to Us, and We accept, a licence on the following terms:
 - (i) We have the right to use Your Data globally, in perpetuity, and on a royalty-free basis;
 - (ii) We have the right to commercialise Your Data; and
 - (iii) We have the right to modify Your Data.
- (c) In respect of Your Enriched Data, We grant to You, and You accept, a licence on the following terms:
 - (i) You have the right to use Your Enriched Data globally, in perpetuity, and on a royalty-free basis;



- (ii) You may modify Your Enriched Data (**Your Modified Enriched Data**);
- (iii) You acknowledge that any aspect of Your Enriched Data forming part of Your Modified Enriched Data exclusively belongs to Us;
- (iv) You have the right to commercialise Your Enriched Data and Your Modified Enriched Data, subject to You procuring that any other third-party entities that You deal in connection with, in relation to, or in respect of, Your Enriched Data and Your Modified Enriched Data, first obtains our written consent for their use of Your Enriched Data and Your Modified Enriched Data, and that any costs incurred by us in respect of that consent is borne by You and/or the third-party entity; and
- (v) We may terminate this licence at any time with no notice to You.
- (d) You agree that We have the right to use Your Data, Your Enriched Data and Your pre-existing Intellectual Property Rights for the purpose of providing You the Services including but not limited to further enriching Your Data with third-party data service providers and Propic Affiliates.

9.4 Modifications

All Intellectual Property Rights in relation to any modifications or improvements made by Us to Your Data, Our Data, the Software or Services vest in us on creation, including those that result from Your suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users, relating to the operation of the Subscription Services.

9.5 Statistical Information and Your Data

- (a) We are entitled to compile statistical and other information related to the performance, operation and use of the Software and access and use such anonymized (de-identified) data for Our own purposes. These purposes include but are not limited to security and operations management, creating statistical analyses, conducting research and development, further developing and improving Our services, software and products and any new feature or capability of Our services or any other product or service (including analytics, algorithms and Machine Learning Models), including for the avoidance of doubt commercialisation of your enriched data.
- (b) As between the parties, We own all Intellectual Property Rights in such de-identified data, and You will have no claim or entitlement in respect of such data or any improvement or new product or service created as a consequence of Us having created, accessed or used such de-identified data for any purpose.

10. CONFIDENTIALITY

10.1 Definition of Confidential Information

In this Agreement:

- (a) "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- (b) Confidential Information of each Party includes the terms and conditions of this Agreement and the Schedules, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party.
- (c) Confidential Information (other than Your Data) does not include any information that:
 - (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
 - (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party,
 - (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or
 - (iv) was independently developed by the Receiving Party without knowledge of or access to the Disclosing Party's Confidential Information.

10.2 Protection of Confidential Information

Except as otherwise permitted in writing by the Disclosing Party the Receiving Party must keep the Disclosing Party's Confidential Information strictly confidential and must only use the Disclosing Party's Confidential Information in order to give effect to this Agreement and not for any other purpose.

10.3 Compelled Disclosure

- (a) The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

11. PRIVACY

11.1 Our Compliance

Without limiting any obligations that We may otherwise have under the Privacy Laws, We will:

- (a) comply with those provisions of the Privacy Act and Privacy Principles; and



- (b) comply with Our privacy policy regarding the use, access, retention and disclosure (including any cross-border disclosure) of Personal Information.

11.2 Your Compliance

You warrant that, in relation to Your Data, You have and will continue to comply with the Privacy Act and Privacy Principles in relation to the collection, use and disclosure of Personal Information contained in Your Data or any other information that You provide to Us.

12. WARRANTIES AND DISCLAIMERS

12.1 Mutual Warranties

Each Party represents and warrants that it:

- (a) has the legal power to enter into this Agreement; and
- (b) will not intentionally transmit to the other Party any Malicious Code (except for Malicious Code previously transmitted to the warranting Party by the other Party).

12.2 Disclaimer

Except as expressly provided in this Agreement, neither Party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each Party specifically disclaims all warranties to the maximum extent permitted by applicable law.

13. INDEMNIFICATION AND CLAIMS

13.1 Indemnification by You

You will defend Us against any Claim made or brought against Us by a third party alleging that Your Data, or Your use of the Subscription Services in violation of this Agreement, infringes or misappropriates the Intellectual Property Rights of a third party or violates the Privacy Act or Privacy Principles or other such applicable law, and indemnify Us for any loss or damages in connection with any such Claim, provided that We:

- (a) promptly give You written notice of the Claim;
- (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally releases Us of all liability); and
- (c) provide to You all reasonable assistance, at Our expense.

13.2 Claims

In the event that any third party Claims alleging that the use of the Subscription Services as permitted hereunder infringes or misappropriates the Intellectual Property Rights or moral rights of a third party, We shall promptly use Our reasonable efforts to modify the Software or data so that Your use of the Subscription Services is non-infringing, provided that if We are unable to do so within 90 days of receipt by Us of notice of such a Claim (from You or the third party) You may terminate this Agreement for cause by notice in writing.

14. LIMITATION OF LIABILITY

14.1 Limitation of Liability

- (a) To the extent permitted by the Australian Consumer Law or any other law, Our liability for breach of any condition, warranty or guarantee imposed by statute that cannot be excluded and Your sole and exclusive remedy in relation to such breach will be limited to (at the first party's election):
 - (i) in the case of goods:
 - a. replacement or repair of the goods or supplying the equivalent goods again; or
 - b. paying the cost of replacing or repairing the goods or of acquiring equivalent goods;
 - (ii) in the case of services:
 - a. supplying the services again; or
 - b. paying the cost of having the services supplied again.
- (b) In no event will Our aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the total fees paid in the preceding three months by You.

14.2 Exclusion of Consequential and Related Damages

In no event will We have any liability to You for any lost profits or revenues or for any indirect, special, incidental, consequential, cover or punitive damages however caused, whether in contract, tort or any other theory of liability, and whether or not You have been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by the applicable law. You agree to release and indemnify the Company to that extent. Where We cannot by law exclude such



liability, Our liability is limited to those items itemised in clause 13.1 (a).

14.3 You exclude all liability to Us:

- (a) In contract for consequential or indirect damages arising out of or in connection with the Product, information or data supplied using the Services and this Agreement even if:
 - (i) We knew they were possible; or
 - (ii) they were otherwise foreseeable,
- (b) Including without limitation, lost profits and damage suffered as a result of claims by any third person, such as a customer of you; and in negligence for acts or omissions of Us, our employees, agents and contractors arising out of or in connection with the data provided and this Agreement; and
- (c) In relation to the use by You or any third party of any telephone number disclosed by either Us as part of the Data or this agreement that appears on the national Do Not Call Register maintained pursuant to the *Do Not Call Services Act 2006 (Cth)*.
- (d) You indemnify Us in respect of any loss, claim, liability or expense incurred by Us resulting from Your use or possession of telephone numbers on the Do Not Call Register disclosed by Us to You as part of the Data or the Product.
- (e) You indemnify Us in respect of any loss, claim, liability or expense incurred by Us resulting from the Your use or possession of telephone numbers on the Do Not Call Register disclosed by the other party as part of the Data or the Product.

14.4 Exclusion of liability

- (a) We will not have any liability to any party (including You) because of any act or omission of Us, our personnel or contractors, where such act or omission is specifically required by a direction to Us or such person from a regulatory body purporting to exercise its functions or powers.
- (b) To the maximum extent permitted by Law, We will not have any liability to any party (including You) for any delay, defect, fault, interruption, failure, deficiency, Loss and/or any Claims in connection with the Software caused by , or in connection with, any of the following:
 - (i) acts and omissions of, or any faults or defect in the Software caused by, any person (including You) which are not within Our direct control (excluding for the avoidance of doubt any subcontractors engaged by Us);
 - (ii) any inability of Yours or of any Users to access or use the Software for any reason including outages (whether planned, unplanned or emergency outages) or maintenance to Software;
 - (iii) faults or defects in the Software which are caused by any person (including the You) which are not within Our direct control, including any failure by You to comply with the Your obligations under this Agreement; or
 - (iv) or any loss or corruption of Your Data contained on or stored in the Software.

14.5 Reduction

Each Party's liability under or in connection with this Agreement (including in negligence) will be reduced by the extent, if any, to which the other Party or its personnel or contractors contributed to the relevant loss, liability or damage.

14.6 Force Majeure

We will not be liable under or in connection with this Agreement (except in relation to an obligation to pay money) for any delay or non-performance caused by activities or factors beyond Our reasonable control, including but not limited to pandemics, epidemics, delays and non-performance caused by viruses, denial of service attacks, or other acts or omissions or service outages by third parties (including any internet service provider) and cessation of provision of data from third-party data providers to Us without cause.

15. TERM AND TERMINATION

15.1 Term of Agreement

This Agreement commences on the Commencement Date and continues for the Initial Term.

15.2 Renewal of the term of Agreement

- (a) At least 30 days before the 3 month notice period referred to in subclause (b) below, We will notify You in writing of the automatic renewal at the end of the current term, and of any changes to the charges that make up the Fee which will take effect at the end of the then-current term.
- (b) The term of this Agreement will automatically renew for further terms of 12 months, unless You notify Us 3 months before the end of the then-current term that You do not wish to renew.
- (c) When renewal occurs, all the terms and conditions of this Agreement (including this clause 14.2) will apply during the renewed term unless otherwise agreed.

15.3 Termination for Cause

- (a) You may terminate this Agreement for cause:
 - (i) immediately upon written notice to Us for a material breach by Us if such breach is incapable of remedy;
 - (ii) upon 30 days written notice to Us of a material breach if such breach remains uncured at the expiration of such period;
 - (iii) if We suffer an Insolvency Event (save for if such Insolvency Event arises solely due to Your non-payment of fees).
- (b) We may terminate this Agreement for cause:
 - (i) immediately upon written notice to You for a material breach by You if such breach is incapable of remedy;



- (ii) immediately if You suffer an Insolvency Event;
- (iii) immediately if You or Your personnel make comments about Us or Our Services that are or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, threatening, abusive, liable to incite racial hatred, discriminatory or in breach of confidence or in breach of privacy; or
- (iv) upon 30 days written notice to You of a material breach, including Your non-payment of Fees, if such breach remains uncured at the expiration of such period.

15.4 Termination arising from Failure of the provider of a Third-Party Application or Data Provider

- (a) We may terminate this Agreement or discontinue any part of the Subscription Services at any time by providing no less than 90 days or an equivalent notice period given to Us by the Third-Party supplier or data provider, if We are no longer able to provide all or part of the Subscription Services as a result of the failure or unavailability of any Third-Party Application.
- (b) Upon any termination or discontinuation by Us under this clause 14.4, We will refund You any prepaid fees covering the remainder of the term of all affected subscriptions after the effective date of termination or discontinuation and immediately return Your Data as relevant or do all things reasonably necessary to migrate Your Data to a similar provider of the Subscription Services.

15.5 Transition Services and Return of Data

- (a) In the event of termination or expiration of this Agreement (or if there are plans to terminate), if required, We will work together with You in good faith to define a transition plan, including the provision of support and professional services for and agreed period not more than ninety (90) days or as otherwise agreed with You. We will support that transition plan where agreed as defined in a Subscription Agreement and in accordance with this clause 14.5.
- (b) In the event of termination, all data which was sourced from Your systems will be returned, including any linked data from Our data sources which was used to enrich it. For the avoidance of doubt this does not entitle You to ongoing enrichment or updates to this data post termination.
- (c) Any scoring data will remain in place and provided to You as at the termination date, however the logic behind scoring will remain Our intellectual property as will the algorithms used by the platform.
- (d) Should You manage or attempt to reverse engineer the scoring processes used, this information must not under any circumstances be disclosed or used to compete with Us in any way. We retain all intellectual property rights to Our scoring algorithms and knowhow.
- (e) Upon request by You made within 30 days after the effective date of termination of the Subscription Services, or discontinuation of any part of the relevant Subscription Services and subject to payment by You of all amounts due under this Agreement, We will make Your Data available to You for download, at no cost (or alternatively We will delete Your Data and confirm in writing that Your Data is deleted at Your written request).
- (f) After the 30-day period referred to in subclause (e) above, We will have no obligation to maintain or provide any of Your Data and may delete all of Your Data in Our systems or otherwise in Our possession or under Our control. We also reserve the right to retain Your Data for statistical purposes in accordance with clause 8.5.

15.6 Refund or Payment upon Termination

- (a) Upon any termination for cause by You in accordance with clause 14.3, We will refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination.

15.7 In no event will any termination relieve You of the obligation to pay any Fees payable to Us for the period prior to the effective date of termination.

15.8 Surviving Provisions

All provisions which by their nature are intended to survive termination, will survive any termination or expiration of this Agreement.

16. NOTICES, GOVERNING LAW AND JURISDICTION

16.1 Manner of Giving Notice

- (a) Except as otherwise specified in this Agreement, all notices, permissions and approvals will be in writing and will be deemed to have been given upon:
 - (i) personal delivery;
 - (ii) the second business day after mailing; or
 - (iii) the first business day after sending by email.
- (b) Notices to You will be addressed to the system administrator designated by You for Your relevant Subscription Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

16.2 Agreement to Governing Law and Jurisdiction

Each Party agrees to the governing law for this agreement to be the law of New South Wales, Australia without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts of New South Wales, Australia.

17. GENERAL PROVISIONS



17.1 Relationship of the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

17.2 Waiver and Cumulative Remedies

No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated in this Agreement, the remedies provided are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

17.3 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

17.4 Assignment and Novation

- (a) You may not assign or novate any of Your rights or obligations under this Agreement, without Our prior written consent (not to be unreasonably withheld).
- (b) You agree:
 - (i) that We may assign or novate Our rights and obligations under this Agreement to any person without Your consent; and
 - (ii) that upon entering into a formal deed of arrangement to novate Our obligations to another person, We will be released from all obligations under this Agreement.
- (c) If You consider that an assignment or novation by Us under subclause (b) is to Your material detriment You may terminate this Agreement by written notice to Us within 30 days of Us sending You written notice of the intended assignment or novation.

17.5 Entire Agreement

This Agreement, including all Schedules, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter.

17.6 Amendment

No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted.

17.7 Third parties

This Agreement confers rights only upon a person expressed to be a Party, and not upon any other person.

17.8 Further assurances

Each Party must execute any document and perform any action necessary to give full effect to this Agreement, whether before or after performance of this Agreement.

17.9 Continuing performance

- (a) The provisions of this Agreement do not merge with any action performed or document executed by any Party for the purposes of performance of this Agreement.
- (b) Any indemnity under this Agreement:
 - (i) constitutes a liability separate and independent from any other liability under this Agreement or any other agreement; and
 - (ii) survives and continues after performance of this Agreement.

17.10 Counterparts

This document may be signed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.