

Agent Terms and Conditions

Welcome to Buyers Agent Seeker! We provide a platform which facilitates the curated matching of Buyer's Agents and Clients to ensure Clients can access suitable Buyer's Agents to guide them through the purchase of property (**Platform**). In these Terms, when we say **Buyer's Agent, you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer). When we say **we, us**, or **our**, we mean Buyers Agent Seeker Pty Ltd (ACN 675 944 126).

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a user. You cannot use our Services unless you agree to these Terms. **The obligations in these Terms apply to Buyer's Agents only.**

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: legal@buyersagentseeker.com.au

These Terms were last updated on 11 November 2024.

OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information;
- clause 2.9 (Buyer's Agents and Developers) which sets out how Buyer's Agents must not refer Clients to property developers from whom they receive a financial benefit from;
- clause 1.5 (Variations) which sets out how we may amend these Terms; and
- clause 10 (Liability) which sets out exclusions and limitations to our liability under these Terms.

We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Platform, or for featuring certain goods or services on our Platform.

These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

1. Platform Licence and Term

- 1.1 These Terms apply from when you sign up for an Account, until the date on which your Account is terminated in accordance with these Terms. We grant you a right to use our Services for this period of time only.
- 1.2 You must be at least 16 years old to use our Platform.

Platform Licence

- 1.3 While you have an Account, we grant you a right to use our Platform (which may be suspended or revoked in accordance with these Terms). This right cannot be passed on or transferred to any other person.
- 1.4 You must not:
- (a) access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;
 - (b) interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;
 - (c) introduce any viruses or other malicious software code into our Platform;
 - (d) attempt to access any data or log into any server or account that you are not expressly authorised to access;
 - (e) use our Platform to send unsolicited electronic messages;
 - (f) use dating mining, robots, scraping or other data gathering and extraction tools on our Platform; or
 - (g) access or use our Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted.

- 1.5 **Variations:** We may amend these Terms at any time, by providing written notice to you. By clicking "I accept" or continuing to use our Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may close your Account with effect from the date of the change in these Terms by providing written notice to us. If you close your Account, you will no longer be able to access our Services (including our Platform) on and from the date of cancellation.

2. Platform Summary

- 2.1 Our Platform is a place where Buyer's Agents and Clients can find each other based on our curated matching of the Clients' needs and Buyer's Agents' capabilities (**Matches**). We only provide our Services (including our Platform) and are not a party to any transaction between Buyer's Agents and Clients in relation to a Successful Engagement as a consequence of the Matches (see the "Our Services" section below for more information about the services we provide to you).

- 2.2 Buyer's Agents who want to be matched with Clients on our Platform must create an Account. Buyer's Agents must, to the best of their ability, provide accurate and complete information when prompted to fill out a form for their Agent Profile, such as their name, contact details, real estate licence, states and territories of operation, typical client/budget/property portfolios and any other information as reasonably requested by us through the Platform (**Agent Profile**).
- 2.3 Buyer's Agents must ensure that they hold, maintain and keep up to date all necessary accreditations, approvals, certifications, licences, permits and qualifications required to provide their services to Clients.
- 2.4 Clients will receive Matches and, if Clients wishes to request the Buyer's Agents' services, the Client will contact the Buyer's Agents outside of the Platform.
- 2.5 Buyer's Agents acknowledge and agree that they will enter a separate agreement with the Clients, such as a retainer (**Successful Engagement**). This separate agreement governs the provision of the Buyer's Agents' services, which we are not party to.
- 2.6 We do not endorse or approve, and are not responsible for, any Matches or Successful Engagements not provided by us. We may, at any time (at our sole discretion), remove any Matches or Successful Engagements, including where the Matches or Successful Engagements: (a) is illegal or offensive; or (b) contains graphic, inappropriate or unlawful content.
- 2.7 **Communication:** Buyer's Agents and Clients can communicate privately outside of the Platform. Buyer's Agents must not use our Platform to obtain Clients' or aid Clients in obtaining their contact details for the purpose of circumventing any fees payable to us for the use of our Platform and our Services. Buyer's Agents acknowledge and agree that they will only contact Clients in accordance with their obligations under the applicable laws, including but not limited to the Spam Act, the Privacy Act and the Do Not Call Register.

3. Buyer's Agents Responsibilities

- 3.1 By creating an Agent Profile, the Buyer's Agents confirm that they are legally entitled to and hold a valid real estate agent licence to provide a buyer's agents services to the Client. Buyer's Agents must not refer Clients to property developers from whom the Buyer's Agent will receive a financial benefit from.

- 3.2 Upon issuing the first invoice to the Client for a Successful Engagement, Buyer's Agents must notify us within 5 business days, by either:

- (a) updating the status of their Matches with Clients on the platform to "Client Acquired Notified", or
- (b) notifying us in writing (for example, via email).

- 3.3 Prior Engagement & Lead Validity

- (a) Assumption of No Prior Engagement

Unless otherwise notified in writing, and with sufficient supporting evidence, Buyer's Agents acknowledge and agree that any Client introduced to them through our Platform has not previously engaged their services. A "prior engagement" is defined as a documented, direct, and substantial interaction with the Client within the 12 months preceding the introduction by Buyers Agent Seeker Pty Ltd.

- (b) What Constitutes Prior Engagement

For an engagement to be considered "prior," the Buyer's Agent must provide evidence of at least one of the following:

- (i) A signed engagement or retainer agreement between the Buyer's Agent and the Client.
- (ii) A written record of substantive communication related to the Client's property search or purchase (e.g., emails discussing specific properties or meeting consultations).
- (iii) An invoice or proof of services rendered in relation to property acquisition.

- (c) Exclusions from Prior Engagement

The following do not constitute a prior engagement:

- (i) Subscription to a Buyer's Agent's newsletter or general marketing materials.
- (ii) Social media interactions or general advertising responses.
- (iii) Any communication where the Client did not actively express intent to engage the Buyer's Agent's services in a specific property search or transaction.

- (d) Lead Validity

Once a Client has been introduced to a Buyer's Agent through our Platform, any future engagement between that Client and the Buyer's Agent will be considered a "Successful Engagement" subject to our referral fee, regardless of the time elapsed since introduction. There is no expiry period for leads provided by Buyers Agent Seeker Pty Ltd.

- (e) Notification Obligation

If a Buyer's Agent claims a prior engagement, they must notify us in writing within 5 business days of receiving the

introduction, providing the necessary supporting evidence. If no such notification is received within this period, the Buyer's Agent waives any claim to prior engagement.

- 3.4 Buyer's Agents acknowledge and agree that their Successful Engagement involves a separate contract with Clients which must include all necessary disclosures required by the applicable laws regarding the Buyer's Agents' provision of their services.
- 3.5 Buyer's Agents must have appropriate insurance to cover the Successful Engagements that they make through our Platform. We may request that Buyer's Agents provide us with evidence of their insurance cover. Where we do so, we are not confirming that the insurance Buyer's Agents they have is sufficient or suitable for the Successful Engagements you make. If we do not ask Buyer's Agents to provide evidence of insurance, this does not indicate that we believe Buyer's Agents do not require insurance. Buyer's Agents acknowledge and agree that it is the Buyer's Agents' responsibility to make their own investigations and receive professional advice on the insurance Buyer's Agents require.
- 3.6 Buyer's Agents grant us a non-exclusive, irrevocable, royalty-free, sublicensable and transferable licence for the duration that their Agent Profile is available on our Platform, to host the Agent Profile on our Platform for the purpose of making the Agent Profile available to Client.

4. Our Services

- 4.1 We provide the following services to you:
 - (a) access to our Platform; and
 - (b) access to our troubleshooting support (**Support Services**),(collectively, our **Services**).
- 4.2 If you require Support Services, you may request these by getting in touch with us through our Platform.
- 4.3 Unless we agree otherwise, Support Services cannot be used to support any other products or services, and does not include training, installation of software or hardware, software development or the modification, deletion or recovery of data or any on-site services.
- 4.4 We will not be responsible for any other services unless expressly set out in these Terms or on our Platform.
- 4.5 **Additional Services:** If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us).
- 4.6 **Beta Services:** If we provide you with access to any new or beta services, you acknowledge that because of the developmental nature of such services, you use them at your own risk and we have no obligation to maintain or provide error corrections. Any new or beta services we provide you with access to are for evaluation purposes only and not for production use, and we may discontinue those services at any time at our sole discretion.

5. Account

- 5.1 While you have an Account with us, you agree to:
 - (a) keep your information up-to-date (and ensure it remains true, accurate and complete);
 - (b) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen; and
 - (c) notify us if you become aware of, or have reason to suspect, any unauthorised access to your Account or any logins linked to your Account.
- 5.2 Before Buyer's Agents can be matched with Clients, Buyer's Agents must pass our identity verification process, including a verification of a Buyer's Agent's real estate licence in each relevant state or territory included in the Agent Profile (**Identity Check**). We may conduct this process ourselves or through a third party.
- 5.3 Buyer's Agents agree to co-operate with us in carrying out the Identity Check, including by providing us with any Personal Information necessary to complete this process (such as the Buyer's Agent's name, proof of address, and proof of identity). Where we have engaged a third party to carry out the Identity Check, Buyer's Agents consent to us disclosing their Personal Information to that third party for this purpose.

6. Fees and Payments

- 6.1 Buyer's Agents must pay all amounts due under these Terms in accordance with these Terms or as set out on our Platform (as applicable) (**Total Fees**).
- 6.2 The Total Fees are the **lower of either**:
 - (a) a fixed fee amount of \$2,500 (excl. GST) for our Services for each Successful Engagement as defined in clause 2.5; **or**
 - (b) an amount equal to 20% of the Buyer's Agents' total earnings (including any retainer fees, commission for the purchase of property, etc.) at the **End of Engagement** (excl. GST) (**Adjusted Earning Fee**).
- 6.3 **Payment Terms:** We will issue our invoice (**Invoice**) for the Total Fees (i.e. \$2,500 excl. GST) upon notification of a Successful Engagement.

- 6.4 **Invoicing Conditions:** Upon receiving our invoice, Buyer's Agents must:
- (a) pay us the applicable Total Fees, and all other amounts due and payable under these Terms, using the payment method set out in our invoice, within 30 days from the date of our invoice, or as otherwise agreed between us and the Buyer's Agents.
 - (b) notify us by any means we set out on our Platform, if Buyer's Agents and Clients have reached an End of Engagement and the Total Fees payable to us is an Adjusted Earning Fee, in which case we will amend and reissue our Invoice as applicable; or
 - (c) where the Buyer's Agent and Client have **not** reached an End of Engagement, pay the Invoice regardless of whether the Adjusted Earning Fee is applicable. Buyer's Agents can notify us upon the End of Engagement if an Adjusted Earning Fee applies, in which case we will refund the applicable amount.
- 6.5 For the avoidance of any doubt, Buyer's Agents should notify us by email or by any other means we set out on the Platform if an Adjusted Earning Fee is applicable upon receiving our Invoice or upon End of Engagement.
- 6.6 **Supporting Documentation:** If the applicable Total Fee is an Adjusted Earning Fee (i.e. less than \$2,500 ex GST), Buyer's Agents will be required to provide supporting documentation, such as invoices, to prove their total earnings.
- 6.7 **Discounts:** If Buyer's Agents notify us of a Successful Engagement, we agree to provide a discount of 20% of the Total Fees.
- 6.8 No payment set out in an invoice will be enforced if Buyer's Agents are not paid by their Clients from the Successful Engagement.
- 6.9 Buyer's Agents must not pay, or attempt to pay, any fees due under these Terms or as a result of their use of our Services by fraudulent or unlawful means. If Buyer's Agents make payment by debit or credit card, the Buyer's Agent must either be the authorised card holder or, where the Buyer's Agent is employed by an agency, be using the business credit card. If payment is made by direct debit, by providing the Buyer's Agent's bank account details and accepting these Terms, the Buyer's Agent authorises our nominated third-party payment processor to debit the Buyer's Agent's bank account, and the Buyer's Agent confirm that they are either the holder or an authorised signatory of that bank account.
- 6.10 **Late Payments:** If any fees due to us under these Terms or as a result of the Buyer's Agent's use of our Services are not paid on time, we may:
- (a) suspend the Buyer's Agent's access to our Services (including access to our Platform); and
 - (b) charge interest on any overdue payments at a rate of 10% of the invoiced amount (excl. GST) **per month**.
- 6.11 **Taxes:** Buyer's Agents are responsible for paying any levies or taxes associated with their use of our Services, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on the Buyer's Agents' behalf).

7. Availability, Disruption and Downtime

- 7.1 While we strive to always make our Services available to you, we do not make any promises that these will be available 100% of the time. Our Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.
- 7.2 Our Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.
- 7.3 We will try to provide you with reasonable notice, where possible, of any disruptions to your access to our Services.

8. Confidential Information and Personal Information

- 8.1 While using our Services, you may share confidential information with us, and you may become aware of confidential information about us. You agree not to use our confidential information, and to take reasonable steps to protect our confidential information from being disclosed without our permission, and we agree to do the same for your confidential information. This also means making sure that any employees, contractors, professional advisors or agents of ours or yours only have access to confidential information on a 'need-to-know basis' (in other words, the disclosure is absolutely necessary), and that they also agree to not misuse or disclose such confidential information.
- 8.2 However, either you or we may share confidential information with legal or regulatory authorities if required by law to do so.
- 8.3 We collect, hold and disclose and use any Personal Information you provide to us in accordance with our privacy policy, available on our website, and applicable privacy laws.
- 8.4 You must only disclose Personal Information to us if you have the right to do so (such as having the individual's express consent).
- 8.5 Buyer's Agents and Clients must not disclose Personal Information about each other to third parties unless authorised by these Terms or by law.

- 8.6 We may need to disclose Personal Information to third parties, such as our related companies or our service providers (for example, IT and administrative service providers and our professional advisors). As part of our Services, we will also need to disclose information about Clients to Buyer's Agents, and vice versa, so that they can connect and transact.
- 8.7 Where we are required by law to report on our activities, you acknowledge that from time to time we may request certain information from you in order to meet our requirements, and you agree to provide us with such information within the timeframes reasonably requested by us.

9. Consumer Law Rights

- 9.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (**Consumer Law Rights**), and these Terms do not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms. Our liability for a breach of your Consumer Law Rights is, unless the laws of your jurisdiction state otherwise, limited to either resupplying our Services, or paying the cost of having our Services resupplied.
- 9.2 Subject to your Consumer Law Rights, we do not provide a refund for a change of mind or change in circumstance. If Buyer's Agents believe they are entitled to a refund, Buyer's Agents may contact us to discuss the reason and request a refund. If we determine the Buyer's Agent's reason is valid, we will issue a refund of the amount as reasonably determined by us. Buyer's Agents acknowledge and agree that we will not issue a refund if Buyer's Agents failed to make any earnings at the End of Engagement because of the Buyer's Agent's negligent acts or omission.
- 9.3 If you accept these Terms in Australia, nothing in these Terms should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, any part of the Australian Consumer Law (as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)).
- 9.4 Clients may have Consumer Law Rights in respect of their Successful Engagement with Buyer's Agents.

Cancellations and Refunds between Buyer's Agents and Clients

- 9.5 The cancellation and refund of any amounts paid in respect of a Successful Engagement or any subsequent contract is strictly a matter between Buyer's Agents and Clients. The terms and conditions of an Engagement must clearly set out whether refunds or cancellations are permitted.

10. Intellectual Property and Data

- 10.1 We own all intellectual property rights in our Services (including our Platform). This includes how our Platform looks and functions, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property. You agree not to copy or otherwise misuse our intellectual property without our written permission (for example, to reverse engineer or discover the source code of our intellectual property), and you must not alter or remove any confidentiality, copyright or other ownership notice placed on our Platform.
- 10.2 We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.

Your Data

- 10.3 We do not own any of Your Data, but when you enter or upload any of Your Data into our Platform, you grant us the right to access, analyse, backup, copy, store, transmit, and otherwise use Your Data while you have an Account with us (and for a reasonable period of time afterwards). We may use Your Data (or disclose it to third party service providers) to:
- (a) supply our Services to you (for example, to enable you to access and use our Services), and otherwise perform our obligations under these Terms;
 - (b) diagnose problems with our Services;
 - (c) improve, develop and protect our Services;
 - (d) send you information we think may be of interest to you based on your marketing preferences;
 - (e) perform analytics for the purpose of remedying bugs or issues with our Platform; or
 - (f) perform our obligations under these Terms (as reasonably required).
- 10.4 You acknowledge and agree that because of the nature of the internet, the processing and transmission of Your Data by us may occur over various networks, and may be transferred unencrypted.
- 10.5 You are responsible for (meaning we are not liable for):
- (a) the integrity of Your Data on your systems, networks or any device controlled by you; and
 - (b) backing up Your Data.
- 10.6 When you use our Services, we may create anonymised statistical data from Your Data and usage of our Services (for example, through aggregation). Once anonymised, we own that data and may use it for our own purposes, such as to provide and improve our Services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.

10.7 If you do not provide Your Data to us, it may impact your ability to receive our Services.

11. Liability

11.1 To the maximum extent permitted by law, we will not be liable for, and you release us from liability for, any Liability caused or contributed to by, arising from or in connection with:

- (a) any aspect of the interactions between Buyer's Agents and Clients, including in relation to any Matches and Successful Engagements;
- (b) your computing environment (for example, your hardware, software, information technology and telecommunications services and systems); or
- (c) any use of our Services by a person or entity other than you.

11.2 Regardless of whatever else is stated in these Terms, to the maximum extent permitted by law:

- (a) neither we or you are liable for any Consequential Loss;
- (b) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the actions (or inactions) of the other party, including any failure by the other party to mitigate its loss;
- (c) (where our Services are not ordinarily acquired for personal, domestic or household use or consumption) in respect of any failure by us to comply with relevant Consumer Law Rights, our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again; and
- (d) our aggregate liability to you for any Liability arising from or in connection with these Terms will be limited to AU\$1,000.

12. Suspension and Termination

12.1 We may suspend your access to our Services where we reasonably believe there has been any unauthorised access to or use of our Services (such as the unauthorised sharing of login details for our Platform). If we suspend your access to our Services, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter, or if it cannot be resolved, then we may terminate your Account and your access to our Services will end.

12.2 We may terminate these Terms (meaning you will lose access to our Services, including access to your Account) if:

- (a) you breach these Terms and do not remedy that breach within 14 days of us notifying you of that breach;
- (b) you breach these Terms and that breach cannot be remedied; or
- (c) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).

12.3 You may terminate these Terms if:

- (a) we breach these Terms and do not remedy that breach within 14 days of you notifying us of that breach; or
- (b) we breach these Terms and that breach cannot be remedied.

12.4 You may also terminate these Terms at any time by notifying us through your Account or to our email for notices (as set out in clause 12.9), and termination will take effect immediately.

12.5 Upon termination of these Terms:

- (a) we will retain Your Data (including copies) as required by law or regulatory requirements;
- (b) for Buyer's Agents, their existing Agent Profiles will be removed;
- (c) for Clients, their Client Profiles will be removed and Clients will no longer receive Matches; and
- (d) for both Buyer's Agents and Clients, any Successful Engagements will continue until the End of Engagement (in which case Buyer's Agents are to pay all Fees due and owed to us or otherwise terminated between the parties).

12.6 Termination of these Terms will not affect any other rights or liabilities that we or you may have.

13. General

13.1 **Assignment:** You may not transfer or assign these Terms (including any benefits or obligations you have under these Terms) to any third party without our prior written consent. We may assign or transfer these Terms to a third party, or transfer any debt owed by you to us to a debt collector or other third party.

13.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.

13.3 **Disputes between Buyer's Agents and Clients:** We encourage Buyer's Agents and Clients to attempt to resolve disputes (including claims for refunds or remedies) directly and in good faith, either through our Platform or through external

communication methods. In the event that a dispute cannot be resolved through these means, Buyer's Agents and Clients may choose to resolve the dispute through other means, such as mediation. We are not responsible for mediating or resolving disputes between Buyer's Agents and Clients.

- 13.4 **Disputes with Buyer's Agents:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

If the Dispute is not resolved at that initial meeting:

- (a) where you are resident or incorporated in Australia, refer the matter to mediation, administered by the Australian Disputes Centre in accordance with Australian Disputes Centre Guidelines for Commercial Mediation; or
- (b) where you are not resident or incorporated in Australia, refer the matter to arbitration administered by the Australian Centre for International Commercial Arbitration, with such arbitration to be conducted in Melbourne, Victoria, before one arbitrator, in English and in accordance with the ACICA Arbitration Rules.

- 13.5 **Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations (including our Services), if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.
- 13.6 **Governing law:** These Terms are governed by the laws of Victoria, and any matter relating to these Terms is to be determined exclusively by the courts in Victoria and any courts entitled to hear appeals from those courts.
- 13.7 **Illegal Requests:** We reserve the right to refuse any request for or in relation to our Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with these Terms.
- 13.8 **Marketing:** You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.
- 13.9 **Nature of Legal Relationship:** These Terms do not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.
- 13.10 **Notices:** Any notice you send to us must be sent to the email set out at the beginning of these Terms. Any notice we send to you will be sent to the email address registered against your Account.
- 13.11 **Survival:** Clauses 7 to 12 will survive the termination or expiry of these Terms.
- 13.12 **Third Party Sites:** Our Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations in relation to the suitability of those websites. If you purchase goods or services from a third party website linked from our Platform, those goods or services are being provided by that third party, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites through a link on our Platform, or for featuring certain goods or services on our Platform. We will make it clear by notice to you which (if any) goods or services, or website links, we receive a benefit from by featuring them on our Platform.

14. Definitions

- 14.1 In these Terms:

Account means an account accessible to the individual or entity who signed up to our Services.

Adjusted Earning Fee means a Total Fee at an amount equal to 20% of a Buyer's Agents' total earnings at the End of Engagement (excl. GST).

Clients means the clients interested in purchasing property with the assistance of a Buyer's Agent, as provided by us to you through the Matches.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Services (including our Platform) will not constitute "Consequential Loss".

End of Engagement means when Buyer's Agents conclude or cease to provide their services to a client, regardless of whether Buyer's Agents have facilitated a purchase of property

Invoice means invoice for the portion of the Total Fees payable by Buyer's Agents to, as set out in clause 6.3.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

Matches has the meaning given in clause 2.1.

Personal Information means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

Platform means our cloud-based platform that we provide you with access to as part of the Services.

Services means the services we provide to you, as detailed in clause 4.1.

Successful Engagements means the separate agreement entered into between Buyer's Agents and Clients as set out in clause 2.5.

Total Fee means the total amounts payable by Buyer's Agents to us, as set out in clause 6.

Your Data means the information, materials, logos, documents, qualifications and other intellectual property or data supplied by you when receiving our Services or stored by or generated by your use of our Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection with our Services. Your Data does not include any data or information that is generated as a result of your usage of our Services that is a back-end or internal output or an output otherwise generally not available to users of our Services.