



# Domain Group

# General Terms and Conditions

1. General Terms	1
2. Specific Terms for Listings	24
3. Specific Terms for Domain Listings	29
4. Specific Terms for Commercial Real Estate Listings	33
5. Specific Terms for Allhomes Listings	34
6. Specific Terms for Advertising	36
7. Specific Terms for RealTime Agent	40
8. Specific Terms for LeadScope	42
9. Specific Terms for Realbase (Realhub and/or Campaigntrack)	44
10. Specific Terms for Pricefinder	45
11. Property Insights Attribution Statements	47
12. Third Party Content Attribution Statements	57

Click to jump to page



# Guide to this Agreement

Along with the terms of any applicable Customer Agreement between you and us:

## DomainGroup

**Website and Publications:** If you are a user of one of our Websites or other publications, the terms applicable to your usage are those set out in clause 1, along with the attribution statements set out in clauses 11 and 12 to the extent that they are relevant to your usage.

## Domain

**Domain Listings:** If you are a Domain Listings customer, the terms applicable to your Agreement are those set out in clauses 1, 2 and 3, along with the attribution statements set out in clauses 11 and 12 to the extent that they are relevant to your usage.



**CRE Listings:** If you are a Commercial Real Estate customer, the terms applicable to your usage are those set out in clauses 1, 2 and 4, along with the attribution statements set out in clauses 11 and 12 to the extent that they are relevant to your usage.

## allhomes

**Allhomes Listings:** If you are an Allhomes customer, the terms applicable to your Agreement are those set out in clauses 1, 2 and 5, along with the attribution statements set out in clauses 11 and 12 to the extent that they are relevant to your usage.



**Advertising:** If you are an Advertising customer, the terms applicable to your Agreement are those set out in clauses 1 and 6, as well as the attribution statements set out in clauses 11 and 12 to the extent that they are relevant to your usage.



**RealTime Agent:** If you are a RealTime Agent customer, the terms applicable to your Agreement are those set out in clauses 1 and 7, as well as the attribution statements set out in clauses 11 and 12 to the extent that they are relevant to your usage.

## LeadScope

**LeadScope:** If you are a LeadScope customer, the terms applicable to your Agreement are those set out in clauses 1 and 8, as well as the attribution statements set out in clauses 11 and 12 to the extent that they are relevant to your usage.



**Realbase:** If you are a Realbase, Realhub or Campaigntrack customer, the terms applicable to your Agreement are those set out in clauses 1 and 9, as well as the attribution statements set out in clauses 11 and 12 to the extent that they are relevant to your usage.



**Pricefinder:** If you are a Pricefinder customer, the terms applicable to your Agreement are those set out in clauses 1, 10 and 11, as well as the attribution statements set out in clause 12 to the extent that they are relevant to your usage.

The various components of your Agreement with us interact as set out in clauses 1.3 and 1.23(g).

## Disclosure Notice in accordance with section 47A & B of the Fair Trading Act 1987 (NSW)

These Domain Group General Terms and Conditions are important and you should read them fully. However, there are some specific terms and conditions we wanted to make you aware of. These are set out below. Capitalised terms below have the meanings given to them in clause 1.22.3 of these General Terms unless the context requires otherwise.

### Content you submit to us (see clause 1.11 of these General Terms)

If you submit Your Content (such as property images, written content or customer reviews) to or through our Products, we may use Your Content for our business purposes, such as displaying it in our marketing materials or on our Products or social media pages. We may also share Your Content with other members of our Corporate Group.

### Reliance on content surfaced through our Products (see clause 1.13.4 of these General Terms)

The Domain Group makes its Products available for general information only. The information we provide is not a substitute for appropriate professional advice.

### Limitation of liability and your indemnity (see clauses 1.14 and 1.15 of these General Terms)

Neither party is liable to the other for indirect or consequential losses.

In addition to the extent permissible by law, each party's liability to the other is limited to \$5000 or the Fees you have paid for the Product over the last 12 months, whichever is greater.

This limitation does not apply to the indemnities you give under the Agreement, for which you are liable on an unlimited basis. These indemnities cover our Costs connected with the following specific matters:

- (a) your or your Users' breach of the Agreement in a manner that causes loss, destruction or material degradation of our Products or infrastructure;
- (b) any dispute between you and third parties including your Users;
- (c) any breach of your commitment to use the Products as intended, pay the relevant Fees and not act unlawfully or misuse the Products in any way (as set out in clause 1.9.1); and
- (d) any breach of your commitment to use any Property Insights in our Products in accordance with the applicable third party terms (as set out in clauses 1.9.6, 11 and 12).

Despite the above, nothing in the Agreement excludes, restricts or modifies any Consumer Guarantee. However, if the law permits us to limit your remedy for a breach of any Consumer Guarantee, then our liability is limited to us doing either of the following (at our election):

- (a) re-supplying the relevant Product(s); or
- (b) paying you the costs of having those Product(s) re-supplied.

### Referral Fees/Commissions

The Domain Group may refer you to third-party service providers through our Products. We may receive a referral fee or commission for referring you to third-party service providers.



1 [General Terms](#)

2 [Listings](#)

3 [Domain Listings](#)

4 [Commercial Real Estate](#)

5 [Allhomes](#)

6 [Advertising](#)

7 [RealTime Agent](#)

8 [LeadScope](#)

9 [Realbase](#)

10 [Pricefinder](#)

11 [Property Insights Attribution Statements](#)

12 [Third Party Content Attribution Statements](#)

[Glossary](#)

# 1. General Terms

- 1.1 **Products:** The Domain Group is a leading Australian property marketplace offering a range of products (each a **Product**) including:
  - 1.1.1 **Websites:** our websites, mobile sites and applications such as domain.com.au, allhomes.com.au and commercialrealestate.com.au;
  - 1.1.2 **Listings:** advertising for residential or commercial property (including properties for sale or rent, businesses for sale and franchise opportunities), along with any audience and Listing extension products such as “Audience Boost”, “Allhomes Amplify”, “Social Boost”, “AIM”, “Dream Homes” and “Agent Gallery”;
  - 1.1.3 **Digital Products:** our products and services accessible via software or applications such as Homepass, Pricerfinder, Realbase, RealTime Agent, LeadScope and Engage; and
  - 1.1.4 **Advertising:** products advertising general goods and services, for display on our Websites or other digital assets (e.g. digital advertising such as banners, homepage takeovers and rich media) or in a Magazine.
- 1.2 **Application:** Unless otherwise agreed in writing between You and a member of the Domain Group, these General Terms and Conditions (**General Terms**) apply to your (and your Users’, if applicable) use of, purchase of, and/or subscription to any Product.
- 1.3 **Agreement components:** Your agreement in relation to each Product you use, purchase, or subscribe to is made up of:
  - 1.3.1 the General Terms; and
  - 1.3.2 the Specific Terms for the Product (if any);

- 1.3.3 the provisions of clauses 11 and 12, to the extent relevant to your usage; and
- 1.3.4 any other applicable terms and conditions contained in a binding agreement between you and any member of the Domain Group, such as any binding subscription, advertising or enterprise agreement (**Customer Agreement**),

as such documents are amended from time to time in accordance with their respective terms (together, the **Agreement**). Except where your Customer Agreement states otherwise, where you use, purchase and/or subscribe for more than one Product, each Product is governed by its own Agreement.

📌 For example, for Domain Listings, the Agreement is comprised of the General Terms, the Specific Terms for Listings in clause 2, the additional Specific Terms for Domain Listings in clause 3 and any applicable Customer Agreement relating to your purchase of Domain Listings. Clause 1.23(g) sets out how these components interact. In general, where your Customer Agreement contradicts or is inconsistent with the General Terms or Specific Terms, your Customer Agreement takes priority.

- 1.4 **Term:** Unless stipulated otherwise in your Customer Agreement, the Agreement in respect of each Product:
  - 1.4.1 commences when you first access the Product or, if earlier, when you enter into a Customer Agreement in respect of that Product; and
  - 1.4.2 unless terminated earlier in accordance with the Agreement, ends when you cease using the relevant Product or when the Agreement expires, whichever occurs later,(the **Term**).

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricerfinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

- 1.5 **Policies relating to Personal Information:** The Domain Group provides information about how it collects, uses and discloses Personal Information in our Privacy Policy, Tracking and Targeting Policy and privacy collection notices in our Products. You acknowledge and agree that:
- 1.5.1 when you use, purchase, or subscribe for a Product, we may collect, use and disclose your Personal Information in the manner described in our Privacy Policy; and
- 1.5.2 we may use cookies or other similar tracking technologies to help us track your usage and remember your preferences in the manner described in our Tracking and Targeting Policy.
- 1.6 **Parties:** This is an Agreement between “you” and “us”. The specific meanings of these terms (and their other grammatical forms) can be found in clauses 1.22.1 and 1.22.2.
- 1.7 **Defined terms:** Capitalised terms used in the General Terms and the Specific Terms have the meanings given to them in clause 1.22.3 unless the context requires otherwise.
- 1.8 **Interpretation:** For guidance on interpreting the Agreement, see clause 1.23.

### General Provisions

#### 1.9 Your commitments

- 1.9.1 As conditions of using each Product:
- (a) you agree to:
- (i) comply with all legal requirements applicable to your and your Users’ use of the Product including Privacy Laws;

- (ii) hold and maintain all licences and accreditations you are required by applicable laws, regulations and professional standards to hold for the use of the Product. For example, if you use Digital Products or Listings to sell, lease or auction real estate on behalf of others, you must hold the required licences to engage in those activities;
- (iii) keep your and your Users’ access credentials (such as usernames and passwords) related to the Product private and secure;
- (iv) notify us and follow our reasonable instructions if your or your Users’ access credentials are lost, stolen or compromised;
- (v) take reasonable precautions to ensure that the processes which you or your Users employ for accessing the Product do not expose you, your Users, us or the Product to risks of viruses, malicious computer code or other forms of interference which may damage your, your Users’ or our, computer systems or infrastructure; and
- (vi) pay any applicable Fees in accordance with the requirements set out in clause 1.19; and
- (b) you undertake not to (including when sharing Your Content or CRM Data through the Product):

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

- (i) infringe, or cause us to infringe, any Intellectual Property Right of any person;
  - (ii) breach any legal duty owed to any person, such as a contractual obligation or a duty of confidence;
  - (iii) engage in any conduct which is likely to mislead or deceive us or any other person;
  - (iv) impersonate any other person;
  - (v) conduct yourself in a manner that we reasonably consider to be offensive;
  - (vi) engage in conduct that is illegal, immoral or harmful;
  - (vii) interfere with, or create an undue burden on, any Product, our infrastructure or any other users of any Product – for example, you must not upload to the Product anything that contains viruses, malicious computer code or similar devices;
  - (viii) upload or insert data tracking or collection devices (including any tag, code, cookie or pixel) to any Product or Your Content;
  - (ix) scrape or index the Product or any part of it including information, images, applications or other files – for example, you must not deploy data mining, robots, or similar data gathering and extraction methods;
  - (x) use or access the Product for the purposes of building a database of property information, a derivative product or competing with us or our Products; or
  - (xi) transmit (or authorise the transmission of) spam, junk mail, chain letters, unsolicited emails, contests, surveys, or other mass messaging, whether commercial in nature or not.
- 1.9.2 You must ensure that when your Users use or access the Product, they do not infringe the Agreement. If they do, you are responsible for the infringement as though the infringement were by you personally.
- 1.9.3 If you become aware of any breach of your obligations under the Agreement by a User (including any of your employees or other third parties) you must promptly inform us and end that User's access to our Products, unless otherwise agreed by us.
- 1.9.4 **Further commitments relating to Your Content:**
- (a) In using or accessing a Product, you and your Users may submit information, content or materials to, or via, the Product, including:
    - (i) images, floorplans, descriptions, branding and other information relating to Listings;
    - (ii) creative, branding, and other advertising material forming part of Advertising; and
    - (iii) reviews, suggestions for product features or enhancements, recommendations, corrections, user feedback, appraisal requests and sales or other property-related data,
- (Your Content).**

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

- (b) When Your Content is submitted to, or via, the Product, you warrant that:
  - (i) it is true and correct;
  - (ii) it is not misleading or deceptive or likely to mislead or deceive;
  - (iii) it complies with any standards, guidelines or requirements notified by us to you from time to time including those contained in the Agreement;
  - (iv) it is not illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive and does not constitute or encourage any conduct that would be considered to be a criminal offence, give rise to civil liability, violate any law or be otherwise considered to be inappropriate; and
  - (v) to the extent that the content is (in full or in part) third party material(s) and/or Personal Information, you hold any necessary consents, permissions and/or licences to disclose the content to us for use by you and by us in accordance with the Agreement, as if you were an APP Entity as defined in the Privacy Act.
- (c) You must promptly notify us if you become aware or suspect that Your Content may breach the Agreement.
- (d) We do not accept responsibility for any errors in Your Content, and you acknowledge that we are under no obligation to approve, check or verify Your Content. If we do review, approve, correct or remove Your Content, doing so will

not give rise to any responsibility from us in respect of Your Content.

- (e) Your Content may be seen by other users of our Products, or by third parties. Where relevant settings have been made available on or in relation to a Product, we will use commercially reasonable efforts to honour the choices you make about who can and can't see Your Content.
- (f) Unless otherwise expressly agreed by us in writing, we do not promise to display Your Content or to display it in the exact form that you have provided it. For example, we may remove or amend Your Content if we have reasonable grounds to believe it breaches the Agreement.
- (g) By submitting Your Content to, or via, a Product, you grant us a licence to use Your Content. The terms of that licence are set out in clause 1.11.

### 1.9.5 Further commitments relating to Personal Information

Without limiting any other parts of the Agreement:

- (a) you must comply with all applicable Privacy Laws when handling Personal Information in connection with the Agreement;
- (b) if you share your Personal Information with us, you consent to us collecting, using and disclosing that Personal Information in accordance with Privacy Laws, our Privacy Policy, Tracking and Targeting Policy and any relevant privacy collection notices in our Products; and

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

- (c) whenever you share Third Party Personal Information with us or attempt to process Third Party Personal Information through a Product, you warrant that you have consent from the individual whose Personal Information you are sharing or attempting to process:
  - (i) for you to collect, use and disclose their Personal Information in that way and for that purpose; and
  - (ii) for us to collect, use and disclose their Personal Information in the manner envisaged by the Agreement, our Privacy Policy, the Tracking and Targeting Policy, any relevant collection notices in the Product and as otherwise permitted by Privacy Laws.

📌 For example, where you are a real estate agent using a Product such as RealTime Agent and you “opt in” on behalf of your client for their Personal Information to be shared with a third party (such as a moving service), you warrant that you have the client’s consent for both you and us to use and share their Personal Information with that third party for the relevant purpose.

### 1.9.6 Further provisions relating to Third Party Content in our Products

- (a) The content available on or through our Products may incorporate content provided by persons outside of the Domain Group (**Third Party Content**).
- (b) Third Party Content may be protected under copyright law. You must not use or reproduce it in any way that may infringe the rights of Third Party Content providers.
- (c) Domain makes no representations regarding the completeness or accuracy of Third Party Content. Any reliance you place on it is at your own risk.
- (d) As a condition of using each Product, you acknowledge and agree to the provisions relating to Third Party Content contained in clause 12.
- (e) In relation to any Property Insights in our Products:
  - (i) you acknowledge and agree that these may incorporate Third Party Content;
  - (ii) as a condition of using or accessing the Property Insights, you agree to comply with each part of clause 11 that is relevant to you, your Users or your respective usage of the relevant Property Insights; and
  - (iii) you acknowledge and agree that clause 1.9.6(e) and all relevant parts of clause 11 are fundamental terms of the Agreement.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary



## 1. General Terms cont'd

### 1.10 Our Intellectual Property

1.10.1 Except as expressly set out in the Agreement, all Intellectual Property Rights in, or relating to, a Product (including the Intellectual Property Rights in any Templates), are owned by us, our content providers or our licensors.

1.10.2 We grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable licence to access and use the Product during the Term, solely in accordance with the Agreement.

1.10.3 Except as set out in clause 1.10.2, you do not have, and must not assert, any rights to or in any Product.

1.10.4 You must not do (or omit to do) anything, which may infringe our Intellectual Property Rights.

### 1.11 Your Intellectual Property

1.11.1 We do not claim ownership rights in Your Content. However, by submitting Your Content to, or via a Product, you grant the Domain Group (and its licensees, including its Corporate Group) an irrevocable, perpetual, non-exclusive, royalty-free and worldwide licence to use, copy, modify, distribute, publish, sublicense, communicate to the public and process Your Content without further consent from, notice to, or compensation to, you.

1.11.2 Without limiting the scope of the licence given under clause 1.11.1, you agree that we may:

- (a) edit or delete Your Content;
- (b) link Your Content to other material, including content submitted by other users of any Product;

(c) publish Your Content in any medium, including in print, online or otherwise;

(d) publish Your Content in other Products;

📌 For example, where you submit a Listing for publication on Domain, we may extend the reach of the Listing by publishing it on our portal for ACT-based property seekers - Allhomes - as well.

(e) use Your Content for our business purposes; and

📌 For example, we may display Your Content in our marketing materials, on our Websites, in our Magazines or in our social media posts.

(f) share Your Content with other members of our Corporate Group.

1.11.3 By submitting Your Content to, or via a Product, you consent to us and our licensees and Corporate Group members doing anything in respect of Your Content that may otherwise amount to an infringement of your moral rights, and warrant that you have obtained the same consents from all other authors of Your Content.

1.11.4 For clarity, where Your Content comprises product requests, requests for creative services, feedback, ideas or similar materials and we act on them, you do not have any Intellectual Property Rights in any resultant changes or enhancements to our platforms, materials or Products.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

- All Intellectual Property Rights in all platforms, materials and Products developed by, for, or on behalf of, any member of the Domain Group vest in us on creation.
- 1.11.5 Prior to submitting Your Content to, or via a Product, you must ensure that you have all rights to grant us the licenses and give the consents referred to in the above clauses.
- 1.12 Products that require you to set up an Account**
- 1.12.1 To access certain Products or get the benefit of them, you may be required to create an Account for yourself and/or your Users. This clause 1.12 applies wherever you are required to create an Account or otherwise elect to do so.
- 1.12.2 Where we have agreed to provide you with a Product and the provision of the Product relies on you first setting up an Account, we will not be responsible for any failure or delay in providing the Product where that failure or delay is caused by your failure or delay in setting up the required Account.
- 1.12.3 You can create an Account by entering your details where indicated on the registration page or as otherwise directed by us. We may also offer you and your Users the ability to set up, or log into, an Account using third party accounts such as your Facebook or Google account. If you or your Users set up, or log into, an Account in this way, you and your Users are taken to have granted us the right to access and use the relevant details from the relevant third party accounts for the purposes of identifying you and providing the Product to you and your Users.
- 1.12.4 We may, at any time, request information or documentation to verify your identity or the financial information you provide us in connection with your Account. If we request this information or documentation, you must provide it to us.
- 1.12.5 We are not required to check your (or your Users') information or documentation for accuracy or completeness and may rely on the information or documentation you provide to us as if it were accurate and complete.
- 1.12.6 You must promptly notify us and/or update your Account if any of your or your Users' information is incorrect or changes.
- 1.12.7 Unless we have expressly agreed otherwise, you must:
- (a) only register one Account for each Product;
  - (b) only register an Account for yourself (or, where we authorise you to do so, your Users); and
  - (c) not impersonate, or create an Account for, any person other than yourself (or where we authorise you to do so, your Users); and
  - (d) not deploy an Account to service more than one individual customer or real estate office.
- 1.12.8 If you wish to transfer your Account to a third party, you can request our permission to do so. We have the discretion to approve or deny any such requests.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

1.12.9 You are responsible for all activities that occur under, or in connection with, your Account, regardless of whether the activities are undertaken by you or your Users.

1.12.10 We are not responsible for unauthorised use of, or access to, your Account (except where and to the extent directly caused by us).

1.12.11 If you cancel your Account, you will no longer be able to access it and may lose any information you have entered into that Account. You will need to register for a new Account with us if you change your mind.

### 1.13 Disclaimers

1.13.1 While we use commercially reasonable efforts to maintain the availability and security of our Products, you acknowledge that each Product is provided on an 'as is' basis. We do not warrant or undertake that any Product is suitable for your purposes or will be continuously available, free of any error, defect, 'bug' or 'virus'.

1.13.2 The internet is an inherently insecure communication medium, and your use of the Product is at your own cost and risk.

1.13.3 We have no responsibility for any misuse, loss, corruption, interception or delay of information or data (including Your Content) submitted to, or via, a Product (except where and to the extent directly caused by us).

1.13.4 The material communicated by or on behalf of us through our Products is intended to provide general information only. It is not in the nature of advice or a recommendation to you. It is heavily reliant on

Third Party Content. As a result, Domain cannot guarantee the information is accurate or complete. We do not represent or warrant that the information in our Products is correct, current, complete, reliable or suitable for any particular purpose. The information in our Products is not a substitute for appropriate advice tailored to your specific circumstances.

1.13.5 Our Products are not storage services. You agree that we have no obligation to store, maintain or provide you with a copy of any information or data submitted to or via a Product (including Your Content), except to the extent required by law or as provided in our Privacy Policy.

1.13.6 Our Products may contain links to, or divert your device to, websites, mobile sites and applications that are owned or operated by persons outside of the Domain Group (**Third Party Products**). Links and integrations with Third Party Products are provided solely for your convenience. In using any Third Party Products, you acknowledge that you do so at your own risk. In particular:

- (a) we do not provide any warranties or representations in respect of Third Party Products and do not generally review or control them;
- (b) the provision of links to a Third Party Product does not mean that we endorse or recommend, or have any particular association with, the Third Party Product or the owner or operator of the Third Party Product;

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

- (c) you acknowledge and agree that we are not responsible for any of the content, availability, advertising, products, services or other materials provided on or through any Third Party Product, or the conduct of any person associated with a Third Party Product; and
  - (d) Third Party Products may be subject to their own terms, conditions and policies. You acknowledge that it is your sole responsibility to review and comply with those terms, conditions and policies and that we have no responsibility for your actions, or any Costs you incur, when using Third Party Products.
- 1.13.7 If you contact a third party using functionality provided in our Products, including via e-mail, we do not accept any responsibility for any communications or transactions between you and the relevant third party.
- 1.13.8 Some of our audience extension products such as AIM, Social Boost and certain digital advertising packages include components that are run on third party advertising platforms, including Facebook, Instagram, Google Display, Google Search and such other third party platforms as are designated by us from time to time (**Third Party Platforms**). If you purchase audience extension products that rely on Third Party Platforms, you agree that:
- (a) you authorise us to act as your agent with the Third Party Platforms in order to arrange and provide you with the audience extension product;
  - (b) we are not responsible for the audiences or service availability on any Third Party Platforms, make no warranties or representations regarding them and exclude all liability in connection with them;
  - (c) we will not be responsible for monitoring or removing material posted by third parties on Third Party Platforms including content that is defamatory, obscene, offensive, threatening or abusive;
  - (d) Third Party Platforms may be subject to their own terms, conditions and policies. You acknowledge that it is your sole responsibility to review, comply with and ensure that Your Content complies with those terms, conditions and policies. We have no responsibility for your actions, Your Content or any Costs you incur, when using Third Party Platforms;
  - (e) in some circumstances, we may be required by the Third Party Platform to cancel or suspend an audience extension product on a Third Party Platform (including where any of Your Content does not comply with the terms of use of the Third Party Platform);
  - (f) in the circumstances set out in clause 1.13.8(e), we are not required to provide a refund except where the removal, cancellation or suspension of the audience extension product is solely caused by Domain; and

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

- (g) we may vary any element of an audience extension product campaign at any time, where we reasonably believe this may improve the performance of the campaign. If we amend a campaign in an attempt to improve performance under this clause, we will not charge you any additional Fees.

### 1.14 Liability

- 1.14.1 To the maximum extent permitted by law and except as expressly set out in the Agreement, we will not be liable to you for any Costs incurred by you or your Users as a result of, or in connection with, a Product or the Agreement, including:
  - (a) any malicious code inserted into a Product by a third party which impacts you, your Users or any other person; or
  - (b) any faults, delays, insecurity, inaccuracy or interruptions in or to a Product; or
  - (c) inaccuracy of any communications (including any transactions) made using a Product, except to the extent directly caused by our negligence or breach of the Agreement.
- 1.14.2 Nothing in the Agreement excludes, restricts or modifies any Consumer Guarantee. However, if the law permits us to limit your remedy for a breach of any Consumer Guarantee, then our liability is limited to us doing either of the following (at our election):
  - (a) re-supplying the relevant Product(s); or
  - (b) paying you the costs of having those Product(s) re-supplied.


- 1.14.3 To the maximum extent permitted by law, neither party will be liable to the other party for any special, indirect, consequential, incidental or punitive damages, including damages for loss of opportunity, data, profits, revenue, reputation or goodwill, regardless of whether or not such losses or damages were foreseeable and even if advised of the possibility of such losses.

- 1.14.4 Subject to clause 1.14.2 and except in respect of the indemnity you give under clause 1.15.1, each party's total maximum liability to the other party is limited to the greater of AUD\$5,000 and the Fees you have paid under the Agreement over the last 12 months.

### 1.15 Indemnity by you

- 1.15.1 You indemnify us and each member of the Domain Group from and against, all Costs, arising out of, or in any way connected with:
  - (a) your or your Users' breach of the Agreement in a manner that causes loss, destruction or material degradation of our Products or infrastructure;
  - (b) any dispute between you and third parties including your Users;
  - (c) breach of clause 1.9.1 or 1.9.6(e)(ii) of this Agreement by you or your Users.

except to the extent that such Cost is caused by our negligence or breach of the Agreement.

 For example, if a third party brings a claim against us on the basis that Your Content infringes their intellectual property rights, you indemnify us on an unlimited basis.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

### 1.16 Changes to Products and Agreements

- 1.16.1 We will provide you with at least 28 days' prior written notice (**Notice Period**) of any material changes to:
- (a) the terms of any Agreement relating to a Paid Product; and
  - (b) a Paid Product to which you subscribe, which may have a detrimental effect on you (such as a permanent, material reduction in service or capability or an increase in Fees).
- 1.16.2 If we give you notice under clause 1.16.1, you may give us a written notice to terminate your Agreement in respect of that Paid Product (**Termination Notice**). To be effective, your Termination Notice must be received by us during the Notice Period.
- 1.16.3 If we receive a Termination Notice from you during the Notice Period, the Agreement for the relevant Product will terminate at the end of the Notice Period. We will refund you any prepaid amounts referable to the period after the end of the Notice Period.
- 1.16.4 If you do not give us a Termination Notice during the Notice Period:
- (a) you will be deemed to have accepted the notified changes; and
  - (b) the Agreement will remain on foot but will be varied as necessary to reflect the notified changes.

- 1.16.5 This clause 1.16 does not limit our rights to:
- (a) change a Product (including by adding or removing features or functionality to or from a Product);
  - (b) withdraw or suspend a Product from market; or
  - (c) amend any documents forming the Agreement,
- without prior notice if doing so:
- (d) in a manner that is not likely to be material or detrimental to you; or
  - (e) in relation to Products which are not Paid Products.

### 1.17 Terminating the Agreement or suspending your usage

#### 1.17.1 When you may terminate the Agreement

You may terminate the Agreement in respect of a Product immediately if we have materially breached the Agreement in respect of that Product and:

- (a) the material breach is incapable of remedy; or
- (b) we have failed to remedy the material breach within 14 days of receipt of a written notice from you requiring us to do so.

#### 1.17.2 When we may terminate or suspend the Agreement or remove Your Content:

Without limiting the other rights and remedies we may have, we may immediately terminate the Agreement in respect of a Product, suspend your and your linked Users' Accounts or amend or remove Your Content if:

- (a) you fail to pay any Fees due to us for any Paid Products in accordance with the Agreement;

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

- (b) you materially breach the Agreement and:
  - (i) the breach is incapable of remedy; or
  - (ii) you have failed to remedy the breach within 14 days of us sending you a written notice requiring you to do so;
- (c) you go into bankruptcy, liquidation, have a receiver, administrator or similar person appointed, enter into a scheme of arrangement with your creditors, or are unable to pay your debts as and when they fall due (except to the extent that our right to terminate is limited by a Stay);
- (d) we have ceased to provide the Product (in whole or in part) to which the Agreement relates;
- (e) we have reasonable grounds to believe that doing so is necessary to mitigate our losses; or
- (f) our business or contractual relationships with third parties require us to do so.

### 1.17.3 When either party can terminate the Agreement

- (a) Either party may terminate the Agreement without the need to provide reasons on 28 days' written notice to the other party.
- (b) Any such termination will not take effect before the expiry of any minimum term agreed between the parties in respect of the Product (**Minimum Term**). As a result:
  - (i) if you give a notice to terminate the Agreement under clause 1.17.3(a) during any Minimum Term, you will remain liable for all Fees payable for the Minimum Term, including those referable to the period after you give your termination notice; and

- (ii) if we give a notice to terminate the Agreement under clause 1.17.3(a) during any Minimum Term, we must continue providing the relevant Product to you until the end of the Minimum Term.

### 1.17.4 Effects of termination

- (a) Upon termination or expiry of the Agreement:
  - (i) all of your rights under the Agreement immediately terminate; and
  - (ii) you remain responsible for all Fees you have incurred up to and including the date of termination.
- (b) Termination of the Agreement does not affect the ability of either party to enforce a right that may have accrued to it under the Agreement prior to the date of termination.
- (c) If you have received a discount on any Fees as a result of purchasing more than one Product as part of a "bundle" or similar offering, you terminating the Agreement for any Product that is part of the "bundle" or offering will have the effect of reversing your entitlement to the relevant discount. See clause 1.19.4 for more detail.

### 1.17.5 Refunds

- (a) We will refund you any pre-paid Fees referable to the period after the Agreement terminates if the Agreement is terminated:
  - (i) by you for our material breach of the Agreement under clause 1.17.1;
  - (ii) by us where we have withdrawn a Product in part of in whole from market under clause 1.17.2(d); or

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

- (iii) by us where without giving reasons under clause 1.17.3.
- (b) Unless stated otherwise in the Agreement, or as required by law, we are not obligated to provide refunds or waive contracted Fees under any circumstances other than those listed in clause 1.17.5(a).
- (c) For clarity, we do not provide refunds if:
  - (i) you remove Your Content, such as a property listing, prior to the end of the agreed listing period;
  - (ii) you cease using a Product during the term of any subscription you hold in respect of that Product;
  - (iii) Your Content is uploaded in error, contains errors or is amended or removed by us in accordance with the Agreement; or
  - (iv) the Product or Your Content (in whole or in part) is temporarily unavailable to you, your Users or to others using our Products.

### 1.18 Free Products

- 1.18.1 We provide certain Products free of charge to consumers. For example:
- (a) we do not currently charge users to peruse our public Websites; and
  - (b) we occasionally provide customers with access to Digital Products on a trial or beta basis.
- 1.18.2 We reserve the right to withdraw your free access to Products at any time without prior notice.

- 1.18.3 If we wish to begin charging a Fee for a Product that you previously used for free, the introduction of any Fee will be treated as a material change to the terms of your Agreement with us under clause 1.16.

### 1.19 Payment Terms for Paid Products

- 1.19.1 In consideration of the provision of a Product, you agree to pay the Fees set out, or referenced, in any applicable Specific Terms or Customer Agreements between you and us related to that Product (**Fees**).
- 1.19.2 Unless otherwise stated in an Agreement:
- (a) we will provide you with a valid tax invoice for the Fees;
  - (b) in respect of supplies made by a subsidiary of Domain, tax invoices issued by Domain are issued by Domain as agent for the relevant subsidiary;
  - (c) you must pay each tax invoice issued by us within 30 days of the date of the tax invoice; and
  - (d) in addition to the Fees, you must pay us all applicable taxes and duties on the Fees, including any applicable sales and goods and services tax.
- 1.19.3 If you fail to pay the Fees on time, you agree that, in addition to the Fees, you will pay us on demand:
- (a) default interest on any overdue amounts at 2% above the Westpac Overdraft Business Rate from time to time; and
  - (b) our reasonable out of pocket legal and collections expenses incurred in recovering the overdue amounts from you.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary



## 1. General Terms cont'd

1.19.4 If we have provided you with a volume, packaged or bundling discount in relation to your Fees and you subsequently reduce the relevant volumes, terminate your Agreement with us to use a Product in a relevant bundle, or cease to qualify for the relevant discount, we are entitled to reverse the discounts and invoice you for the full (undiscounted) amount of the Fees for the relevant Products. If you have already paid some or all of the discounted amount, we will only charge you the difference between the amount you have paid and the amount you would have paid on an undiscounted basis. You must pay all such amounts in the same manner as you would pay any other Fee under these Terms. This clause does not apply where you terminate your Agreement with us (in whole or in part) in accordance with clause 1.17.1.

1.19.5 If you pay any Fees using a credit card, you agree to pay to us any additional fees or charges we incur as a result of processing payment by credit card.

### 1.20 GST

1.20.1 Unless expressly included, the consideration for any supply made under or in connection with this Agreement does not include an amount on account of GST in respect of the supply.

1.20.2 To the extent that GST is payable in respect of any supply made by a party under or in connection with Agreement, the consideration to be provided under this Agreement for that supply (unless it is expressly stated to include GST) is increased by an amount equal to the GST payable by the supplier in respect of the supply.

1.20.3 You must pay the additional amount payable under clause 1.20.2 to us at the same time as the GST

exclusive consideration is otherwise required to be provided.

1.20.4 We must issue a tax invoice to you as the recipient of the taxable supply at or before the time of payment of the consideration for the supply as increased on account of GST under clause 1.20.2 or at such other time as the parties agree.

1.20.5 Whenever an adjustment event occurs in relation to any taxable supply made under or in connection with this Agreement, we must determine the net GST in relation to the supply (taking into account any adjustment) and if the net GST differs from the amount previously paid under clause 1.20.3, the amount of the difference must be paid by, refunded to or credited to you, as applicable.

1.20.6 If one of the parties to this Agreement is entitled to be reimbursed or indemnified for a loss incurred in connection with this Agreement, then the amount of the reimbursement or indemnity payment must first be reduced by an amount equal to any input tax credit to which the party being reimbursed or indemnified is entitled in relation to that loss and then, if the amount of the payment is consideration or part consideration for a taxable supply, it must be increased on account of GST in accordance with clause 1.20.2.

### 1.21 Miscellaneous

1.21.1 **Force majeure:** Neither party will be liable to the other party or any other person for any failure or delay by that party to comply with the Agreement that is caused by circumstances beyond their reasonable control. This clause does not limit your responsibility for the conduct of your Users.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

- 1.21.2 **Waiver:** If either party does not exercise a right – or they exercise the right but delay in doing so – this will not waive the right, in whole or in part, or impact that party’s ability to exercise the right (or any other right) at any future time.
- 1.21.3 **Assignment:**
- (a) Each party’s rights and obligations under the Agreement are personal to that party.
  - (b) Subject to clause 1.21.3(c), neither party may transfer their rights and obligations under the Agreement without the written consent of the other party.
  - (c) We may transfer our rights and/or obligations under the Agreement (whether by assignment, novation or otherwise) to one of our Related Bodies Corporate or to a bona fide purchaser of a substantial part of our business or assets without the need to get further consent from you, provided that doing so does not detrimentally impact your rights.
- 1.21.4 **Relationship of the parties:** The Agreement does not create or evidence a partnership, joint venture or fiduciary relationship between you and us.
- 1.21.5 **Corporate Group:** You acknowledge and agree that more than one member of our Corporate Group may receive the benefits of the Agreement. In entering into the Agreement with you, we act on our own behalf and as trustee of those benefits for each member of our Corporate Group.
- 1.21.6 **Governing law:** The Agreement is governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.
- 1.21.7 **Electronic execution:** A party may sign the Agreement or any of its parts, as well as any variations, assignments or novations of the Agreement, by electronic means where permitted by law. Each party consents to signing by electronic means. If any party signs any part of the Agreement by electronic means, then:
- (a) an electronic form of the document with that party’s electronic signature(s) appearing will constitute an executed counterpart; and
  - (b) a print-out of the document with that party’s electronic signature(s) appearing will also constitute an executed counterpart.
- 1.21.8 **Entire agreement:** In respect of each Product that you use or subscribe to, the Agreement constitutes the entire agreement between you and us and supersedes and cancels any prior agreements of any nature in respect of the Product.
- 1.21.9 **Invalidity:** Any provision of the Agreement that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required by this clause, part or all of the provision of the Agreement will be severed from the Agreement and the remaining clauses or provisions continue in force.
- 1.21.10 **Rights cumulative:** Except as otherwise stated, the rights, powers, privileges and remedies provided under any provision of the Agreement are cumulative and not exclusive of any rights, powers, privileges or remedies provided under any provision of the Agreement or by applicable law or otherwise.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

### How to Interpret the Agreement

#### 1.22 Definitions

In the Agreement:

1.22.1 **“We”, “us” and “our”** refer to the member of the Domain Group that is party to the Agreement, being:

- (a) where your Agreement is in respect of Commercial Real Estate, Domain in its capacity as agent for Commercial Real Estate Media Pty Limited (ABN 74 602 679 863) (**Commercial Real Estate**);
- (b) where your Agreement is in respect of Allhomes, Domain in its capacity as agent for All Homes Pty Limited (ABN 50 093 012 652) (**Allhomes**);
- (c) where your Agreement is in respect of RealTime Agent, Domain in its capacity as agent for Bidtracker (Vic) Pty Ltd (ABN 85 611 220 823) (**Bidtracker**);
- (d) where your Agreement is in respect of Homepass, Domain in its capacity as agent for Homepass Australia Pty Ltd (ABN 16 602 046 480) (**Homepass**);
- (e) where your Agreement is in respect of LeadScope, Pricefinder or Property Insights, Domain in its capacity as agent for Australian Property Monitors Pty Ltd (ABN 42 061 438 006) (**APM**);

- (f) where your Agreement is in respect of Engage or the Realhub Platform, Domain in its capacity as agent for Realhub Systems Pty Ltd (ABN 48 608 435 990) (**Realhub**);
- (g) where your Agreement is in respect of the Campaigntrack Platform (including AIM), Domain in its capacity as agent for Campaigntrack Pty Ltd (ABN 93 142 537 988) (**Campaigntrack**); and
- (h) in all other cases (for example, in respect of your use of the Websites or the purchasing of Advertising), Domain in its personal capacity.

1.22.2 **“You” and “your”** refer to:

- (a) in the case of the use of our Websites and other publications – the individual using or accessing them;
- (b) in the case of Paid Products (such as Listings, Digital Products and Advertising) – the customer under the applicable Customer Agreement; and
- (c) in the case of unpaid Products, the person to whom we have agreed to give free access to and usage of the Product.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

1.22.3 Capitalised terms have the meanings given in this clause 1.22.3 unless expressed to the contrary:

<b>Account</b>	means a customer or linked User account enabling you or your linked Users to access a Product or obtain the benefit of it.
<b>Advertising</b>	has the meaning given in clause 1.1.4.
<b>Agreement</b>	means, in relation to your use of, purchase of, or subscription to a Product, the agreement between us and you in relation to that Product, comprised of the components set out in clause 1.3.  Except where your Customer Agreement states otherwise, where you use, purchase and/or subscribe for more than one Product, each Product is governed by its own Agreement.
<b>Allhomes</b>	means allhomes.com.au and the corresponding application.
<b>Allhomes Listing</b>	means a Listing in respect of a Residential Opportunity or a New Homes Listing on Allhomes or in our Magazines.
<b>Campaigntrack Platform</b>	means our Product marketed as "Campaigntrack", as developed from time to time, which allows real estate agents to self-manage property and personal marketing campaigns.
<b>Commercial Real Estate Listing</b>	means a Listing in respect of a Commercial Opportunity on commercialrealestate.com.au, the corresponding application or in our Magazines.
<b>Commercial Opportunity</b>	means a commercial property for sale or lease, business for sale or franchise opportunity.
<b>Consumer Guarantee</b>	means any guarantee, warranty, term or condition which is implied by, or imposed under, the Competition and Consumer Act 2010 (Cth), the Consumer Guarantees Act 1993 (NZ) or the Fair Trading Act 1986 (NZ) (as applicable) or any other applicable consumer protection legislation which cannot lawfully be excluded or limited.
<b>Corporate Group</b>	refers to Domain and its Related Bodies Corporate, including Nine Entertainment Co. Holdings Limited (ABN 60 122 203 892), and each is a "Corporate Group member".
<b>Cost</b>	means any actual or contingent loss, claim, expense or liability whether liquidated or unliquidated, prospective or incurred, including damages and costs (including reasonable legal fees) and any other liabilities that arise as a result of, or in connection with, any action, claim, suit or demand.
<b>CRM Data</b>	means your customer relationship management database or any subset of it that you provide to us for the purposes of LeadScope.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

<b>Customer Agreement</b>	means a current, binding agreement between you and any member of the Domain Group for your use of or subscription to a Product, to the extent it is not set out in the General Terms or Specific Terms. Some examples of Customer Agreements are: 1. subscription agreements to specific Digital Products; 2. advertising sales agreements for the acquisition of Listings; 3. insertion orders or booking forms for the placement of Advertising; and 4. enterprise agreements for the acquisition of Products across corporate or franchise groups.
<b>Co-Located Opportunity</b>	has the meaning given in clause 4.1.1.
<b>Digital Advertising</b>	means Advertising for display on a Website or other digital asset.
<b>Digital Listing</b>	means a Listing for publication on a Website or via other agreed digital channels.
<b>Digital Product</b>	has the meaning given in clause 1.1.3.
<b>Domain</b>	means Domain Holdings Australia Limited (ABN 43 094 154 364).
<b>Domain Group</b>	refers to Domain and its subsidiaries (and each is a “Domain Group member”). A recent list of the entities comprising the Domain Group can be found in the Domain Group’s latest Annual Report, available at <a href="https://shareholders.domain.com.au/group/?page=annual-reports">https://shareholders.domain.com.au/group/?page=annual-reports</a> .
<b>Domain Listing</b>	means a Listing in respect of a Residential Opportunity or New Development on domain.com.au, on the Domain application or in our Magazines.
<b>Early Access</b>	means the Domain Listing extension product that enables prospective residential property vendors to notify prospective purchasers that their property is for sale prior to it being listed on Domain.
<b>Engage</b>	means our Product by that name as developed from time to time, which allows real estate agents to create and send digital proposals to prospective clients.
<b>Fee</b>	means the amount you are required to pay for access to or use of any Product under the relevant Specific Terms or applicable Customer Agreement.
<b>General Terms</b>	has the meaning given in clause 1.2.
<b>GST</b>	GST has the same meaning given to that term under the GST Law.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

<b>GST Law</b>	GST Law means, to the extent it is applicable, A New Tax System (Goods & Services Tax) Act 1999 (Cth), Goods and Services Tax Act 1985 (NZ), related legislation and any delegated legislation made pursuant to such legislation.
<b>Homepass</b>	means our application by that name as developed and extended from time to time.
<b>Insights</b>	means all materials or information created by us and provided to you as part of LeadScope, including any periodic reporting setting out an indication of the likelihood that a property will sell in the foreseeable future.
<b>Intellectual Property Rights</b>	means patents, trade marks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; inventions, know-how, secret formulae and processes and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation; database rights; and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.
<b>LeadScope</b>	means our Product by that name as developed and extended from time to time.
<b>Listing</b>	has the meaning given in clause 1.1.2
<b>Listing Bump</b>	means a feature that allows a Listing to be temporarily moved from its position in search results up to the search results for new Platinum listings (excluding 'Top Spot' Listings) for up to 72 hours.
<b>Listing Subscription</b>	means a subscription that gives you the right to place Listings on, or via, the Websites or Magazines, as detailed in your Customer Agreement.
<b>Magazine</b>	means the print publications which are owned by Domain or in which Domain otherwise has rights to place Listings or other content from time to time, which may include The Australian Financial Review, the Domain Review, the Domain and Commercial Real Estate branded magazines and inserts in the Sydney Morning Herald, The Age and The Australian Financial Review and the Allhomes insert in the Canberra Times.
<b>Market Insights Email</b>	means an update email continuing market insights from the preceding period.
<b>Master Commercial Real Estate Listing</b>	means an umbrella Listing which enables a single principal to list multiple Co-Located Opportunities as Commercial Real Estate Listings.
<b>Minimum Term</b>	has the meaning given in clause 1.17.3(b).

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

<b>New Development</b>	means a new property that has never been occupied which is a collection of individual blocks of land forming part of a residential land release project, a new multi-dwelling project or a retirement, lifestyle or 55+ lifestyle village or aged care facility project for properties, whether being sold 'off the plan' or otherwise.
<b>New Development Listing</b>	means a Domain Listing in respect of a New Development.
<b>New Homes</b>	means new and off-the plan houses, apartments and land packages.
<b>New Homes Listing</b>	means an Allhomes Listing in respect of New Homes.
<b>Notice Period</b>	has the meaning given in clause 1.16.1.
<b>Opportunity</b>	means a Residential Opportunity or Commercial Opportunity as the context requires.
<b>Paid Product</b>	is any Product in exchange for which you are required to pay a Fee, as specified in the Specific Terms or your Customer Agreement.
<b>Personal Information</b>	has the meaning given to that term in the Privacy Act.
<b>Platinum Edge Listing</b>	means a Listing with the same features as a "platinum" tier Listing but with the additional inclusions offered by us under the "Platinum Edge" brand from time to time.
<b>Pricefinder</b>	means our Product by that name as developed and extended from time to time.
<b>Print Advertising</b>	means Advertising for publication in a Magazine.
<b>Privacy Act</b>	means the Privacy Act 1998 (Cth) as amended from time to time.
<b>Privacy Laws</b>	means the Privacy Act, the Spam Act 2003 (Cth), the Do Not Call Register Act 2006 (Cth) and any other applicable laws relating to the collection and handling of personal information.
<b>Privacy Policy</b>	means the Domain Group Privacy Policy available at <a href="https://www.domain.com.au/group/privacy-policy">https://www.domain.com.au/group/privacy-policy</a> , as amended from time to time.
<b>Product</b>	means a Website, Listing, Digital Product and/or item of Advertising as the context requires.
<b>Property Insight</b>	<ol style="list-style-type: none"> <li>1. any information displayed in Pricefinder; and</li> <li>2. any other information or section in our Products that bears an attribution statement which includes text to the effect of any of the following: <ol style="list-style-type: none"> <li>a. Published and compiled by Australian Property Monitors Pty Limited</li> <li>b. Source: Australian Property Monitors</li> <li>c. Copyright Australian Property Monitors Pty Ltd</li> </ol> </li> </ol>

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

<b>Realbase</b>	means the Campaigntrack Platform and/or the Realhub Platform as the context requires.
<b>Realhub Platform</b>	means our Product marketed as “Realhub”, as developed from time to time, which allows real estate agents to self-manage property and personal marketing campaigns.
<b>RealTime Agent</b>	means our application by that name, as developed from time to time.
<b>Related Body Corporate</b>	has the meaning given to it in section 50 of the Corporations Act 2001 (Cth).
<b>Related Party</b>	means an agency or other business which: <ol style="list-style-type: none"> <li>1. is your Related Body Corporate;</li> <li>2. controls you, is controlled by you or is under common control with you. Control for this purpose has the meaning given in section 50AA of the Corporations Act 2001 (Cth); or</li> <li>3. is a member of the same franchise group as you.</li> </ol>
<b>Residential Opportunity</b>	means a residential property for sale or lease (including in respect of Allhomes Listings, New Homes; and in respect of Domain Listings, New Developments).
<b>Specific Terms</b>	means: <ol style="list-style-type: none"> <li>1. for Listings, the terms set out in section 2, along with: <ol style="list-style-type: none"> <li>a. for Domain Listings, the terms set out in section 3;</li> <li>b. for Commercial Real Estate Listings: the terms set out in section 4;</li> <li>c. for Allhomes Listings: the terms set out in section 5;</li> </ol> </li> <li>2. for Advertising, the terms set out in section 6;</li> <li>3. for RealTime Agent, the terms set out in section 7;</li> <li>4. for Leadscope, the terms set out in section 8;</li> <li>5. for Realbase (including Realhub and Campaigntrack), the terms set out in section 9; and</li> <li>6. for Pricefinder, the terms set out in section 10 and 11,</li> </ol> <p>along with any attribution statements in clauses 11 and 12 that are relevant to your usage of the Product.</p>
<b>Stay</b>	means any stay which restricts enforcement of rights or self-executing provisions in a contract, agreement or arrangement pursuant to the Corporations Act 2001 (Cth).

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary



## 1. General Terms cont'd

<b>Supplier</b>	means the suppliers you wish to engage using Realbase such as advertising companies, copywriters, publishers, suppliers of print products (such as signboards, mailcards and brochures) and photographers.
<b>Template</b>	means any template which is created by us, our content providers or our licensors and made available to you through our Products (including for example, online proposal templates and templates for marketing materials such as signboards and brochures).
<b>Terms of Supply</b>	means pricing information and related commissions, promotional deals, product and service options, delivery information, artwork and deliverable specifications and such other information as we may require to accurately configure your Account with Realbase so as to facilitate your transactions with a Supplier.
<b>Third Party Content</b>	has the meaning given in clause 1.9.6(a).
<b>Third Party Personal Information</b>	means Personal Information about a person other than you.
<b>Third Party Product</b>	has the meaning given in clause 1.13.6.
<b>Third Party Platform</b>	has the meaning given in clause 1.13.8.
<b>Tracking and Targeting Policy</b>	our policy in relation to collecting data about your browsing activity on our network, as amended from time to time and which is available at <a href="https://www.domain.com.au/group/tracking-and-targeting/">https://www.domain.com.au/group/tracking-and-targeting/</a> .
<b>Term</b>	has the meaning given in clause 1.4.
<b>Termination Notice</b>	has the meaning given in clause 1.16.2.
<b>User</b>	means: <ol style="list-style-type: none"> <li>1. a person accessing or utilising relevant Products using (or via) your login credentials or under your Account; or</li> <li>2. where no login credentials are required to access or use the Product, a person authorised or requested by you to access or use the relevant Products.</li> </ol>
<b>Website</b>	has the meaning given in clause 1.1.1.
<b>Your Content</b>	has the meaning given in clause 1.9.4(a) and excludes CRM Data.
<b>Your Estimate</b>	has the meaning given in clause 2.4.3(a)

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 1. General Terms cont'd

### 1.23 Interpretation

In the Agreement, unless expressed to the contrary:

- (a) a person includes a firm, partnership, joint venture, association, corporation or other body corporate;
- (b) the words 'including', 'such as' or 'for example' are not words of limitation;
- (c) where a word or phrase is defined, another part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) references to the singular include the plural and vice versa;
- (e) headings and sub-headings are for ease of reference only and do not affect the interpretation of the Agreement;

- (f) examples provided affect the interpretation of the Agreement without limiting it; and
- (g) if there is a contradiction or inconsistency between any documents forming part of the Agreement, the document higher in the list below will prevail over those listed below it to the extent of the inconsistency:
  - 1. the Customer Agreement;
  - 2. the Specific Terms; and
  - 3. the General Terms.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 2. Specific Terms for Listings

Domain  
allhomes



If you submit any Domain Listing, Allhomes Listing or Commercial Real Estate Listing on or via our Websites, corresponding applications or in our Magazines, this clause 2 sets out the Specific Terms that form part of the Agreement. They apply in addition to the General Terms and prevail over them to the extent of any inconsistency.

### 2.1 Listing Subscriptions

2.1.1 Unless we agree otherwise, you must hold a Listing Subscription in order to place a Listing.

2.1.2 Your Listing Subscription:

- (a) commences when we notify you that your Account has been provisioned; and
- (b) expires in accordance with your Customer Agreement (unless terminated earlier in accordance with the Agreement).

2.1.3 As a condition of your Listing Subscription, you agree to list every on-market Opportunity in respect of which you are appointed as agent on the relevant Website (unless your client expressly instructs you not to do so).

### 2.2 How you can and can't use your Listing Subscription

#### 2.2.1 Your Listing Subscription is personal to you

- (a) Unless we agree otherwise, you may only use your Listing Subscription for Listings in respect of Opportunities which you are duly authorised to transact.

🕒 For example, if you wish to place a Domain Listing you must be duly appointed to act as sales or leasing agent for the relevant Opportunity or otherwise legally authorised to market and transact the Opportunity.

- (b) You must not use your Listing Subscription to place Listings on behalf of other agents or agencies who should rightfully submit Listings under their own Listing Subscription.

🕒 For example, unless we agree otherwise in a Customer Agreement, you must not use your Listing Subscription to place Listings on behalf of your Related Parties.

#### 2.2.2 Listings permitted under Your Listing Subscription

- (a) Your chosen Listing Subscription has the attributes communicated on our Websites from time to time, in your Customer Agreement and in the information provided to you prior to taking up or renewing your Listing Subscription. Where those attributes include specific requirements on you or your Listings conduct, you must comply with those requirements.

🕒 For example, your Listing Subscription may require you to list all of your Opportunities in a particular format, except where expressly instructed otherwise by your client and where a specified downgrade allowance is available. If this is an attribute of your chosen Listing Subscription, you must list your Opportunities in the relevant format except where expressly instructed and must not exceed your specified downgrade allowance.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 2. Specific Terms for Listings cont'd

- (b) Any material change to the attributes of your Listing Subscription during the contracted period will be managed in accordance with clause 1.16.
- (c) You must not use your Listing Subscription for Listing types which are outside of the scope of your Listing Subscription.

📌 For example, if you hold a Listing Subscription for Residential Opportunities, you may not use that Listing Subscription to list Commercial Opportunities. Similarly, if you hold a Listing Subscription for Commercial Opportunities, you may not use that Listing Subscription to list Residential Opportunities.

- (d) If you wish to place a Listing which is outside of the scope of your Listing Subscription, you will need to obtain a separate Listing Subscription which covers the Listing you wish to place or order the Listing with reference to our casual rate card and/or rate calculator (where we make those options available).
- (e) Irrespective of your Listing Subscription type, opportunities such as cars, boats, caravans, holiday rentals or portable homes are not permitted to be listed on, or via, our Websites or in our Magazines. We reserve the right to decline to publish any Listing if it is advertising an opportunity which is outside of the scope of your Listing Subscription.

### 2.3 Your obligations

You acknowledge, and agree to comply with, the following obligations in respect of your Listings:

- 2.3.1 **Timing and Format:** To enable us to fulfil your order in respect of a Listing, you must provide Your Content and all required information to us in a timely fashion. You must submit Your Content to us in the format, and using the means, notified by us from time to time.
- 2.3.2 **Deadlines for Print:** you must comply with the content submission deadlines in respect of any Magazine in which you wish to place your Listings.
- 2.3.3 **Currency and Identification:** You must ensure that each Listing advertises one singular, distinct, current and clearly identifiable Opportunity.

📌 For example, a Listing:

- must not be deployed to promote more than one Opportunity at the same time;
- must not be modified to promote different Opportunities at different times;
- must provide reasonable details of the Opportunity; and
- must only promote an Opportunity which is currently available.

- 2.3.4 **Singularity:** You must not submit multiple Listings in respect of a single Opportunity. For clarity, multiple Listings for the same property are not permitted, even if those multiple Listings use different designs, contain different content or are published at different Listing tiers.
- 2.3.5 **Correctness and Completeness:** You must provide correct and complete information about you and the Listing.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 2. Specific Terms for Listings cont'd

🕒 For example:

- you must load the Opportunity under the correct categories in our interface and populate data entry fields with the true and correct information requested by those fields;
- you must update a Digital Listing to ensure it remains correct and complete at all times, including by updating the Listing to reflect where an Opportunity is (or ceases to be) under offer, subject to contract, leased or sold;
- a property description field must contain a description of the property. It is not acceptable to put your contact details, your logo or other irrelevant information in that field;
- if we ask you to specify an address or lot number for a property, you must provide that information rather than providing a partial address or using phrases such as 'various properties available'; and
- if you wish to include an estimated or advertised price in a Listing, that price must be your genuine estimate of the sale price for the relevant Opportunity and must be the same as the price that you enter into the "price" field (or, if the amount you enter into the "price" field is a range, the estimated or advertised price must be within that range).

- 2.3.6 **Declaration of Interests:** If you are ordering a Listing as sales or rental agent for a third party you must disclose in the Listing your business name, company name, your name, and any interest you have in the Opportunity.
- 2.3.7 **Archiving or removing:** You must archive or otherwise mark as "sold" all Digital Listings within 72 hours of an unconditional exchange of contracts in relation to the Opportunity. You must also promptly archive or remove a Listing if you are no longer authorised to list that relevant Opportunity or if your client instructs you to withdraw the Opportunity from the market.
- 2.3.8 **Reinstatement:** If you remove or archive a Listing and wish to re-enliven it, we may charge the reinstated Listing as a new Listing. This applies even if you were entitled to keep the original Listing live for an indefinite period.
- 2.3.9 **No Linking:** You must ensure that neither Your Content nor any Listing contains links to third party websites.
- 2.3.10 **Requirements for Imagery and Videography:** Without limiting the General Terms relating to Your Content, you must ensure that:
- (a) images submitted for inclusion in a Listing are current and unembellished representations of the Opportunity, being either:
    - (i) photographs;
    - (ii) floor plans; or
    - (iii) 'lifestyle' images of the location.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 2. Specific Terms for Listings cont'd

📌 For example, compilation images, drawings, embedded logos, agency banners, links, blank images, holding images and text (other than watermarks and branding that are otherwise expressly permitted under this clause 2.3.10) are not acceptable.

- (b) 'lifestyle' images are clearly marked as such with clear text;
- (c) the main image selected for display in the Listing is a current photograph of the Opportunity, rather than a 'lifestyle' image or a floor plan;
- (d) any logo watermarks comply with our [logo watermark specifications](#);
- (e) agency branding, links and QR codes are included in Your Content only to the extent expressly permitted by your Listing Subscription, your Customer Agreement or these Specific Terms; and
- (f) any videos submitted for inclusion in Digital Listings advertise the relevant Opportunity and not a 'lifestyle', yourself or your agency.

## 2.4 Booking & Fees

2.4.1 **Basis for Fees:** Unless otherwise stipulated in the Agreement, the Fee you are required to pay in respect of a Listing is dependent on the information that you provide to us about you and the Opportunity. As a result, if the information you provide to us is incorrect, the Fee we charge at first instance may also be incorrect.

### 2.4.2 **Fee adjustments for incorrect details other than sale price:**

- (a) If you book a Listing using incorrect or incomplete information (for example, under an incorrect category or in a geographic location that differs from the location of the listed Opportunity) we reserve the right to correct the relevant information and to charge you the Fee that would have been chargeable for the Listing had you entered complete and accurate information.
- (b) If you have already paid an amount based on inaccurate information, we may charge you the difference between the amount you have paid and the amount that we would have been entitled to charge based on complete, accurate information.
- (c) Where the Fee for a Listing is calculated with reference to the sale price and there is a variance between the sold price and the sale price estimate that you enter into the 'price' field for that Listing, clause 2.4.3 applies as well as this clause 2.4.2.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 2. Specific Terms for Listings cont'd

### 2.4.3 Fee adjustments where the sold price exceeds Your Estimate:

- (a) For Domain Listings and Commercial Real Estate Listings which advertise for sale Opportunities, you are required to populate the 'price' field with your genuine estimate of the sale price for the relevant Opportunity (**Your Estimate**).
- (b) Your Estimate may be a fixed amount or a range within a 10% variance.
- (c) If:
  - (i) you fail to provide Your Estimate; or
  - (ii) the sold price for the listed property is 15% or greater than Your Estimate and the Listing would have attracted a higher fee had Your Estimate aligned with the sold price,  
we may charge you the relevant higher Fee for the Listing.
- (d) For the purposes of clause 2.4.3(c), if Your Estimate is a range:
  - (i) for Domain Listings, the midpoint of the range will be used as the point of comparison against the sold price; and
  - (ii) for Commercial Real Estate Listings, the top of the range will be used as the point of comparison against the sold price.
- (e) If you increase Your Estimate after we have calculated the Fee for your Listing, we may charge you the Fees for the Listing that would have been payable had Your Estimate been the increased amount at the outset.

### 2.5 Our rights

- 2.5.1 **Editorial rights:** We reserve the right to reformat, reposition and reconfigure a Listing (including any of Your Content) as reasonably required for us to publish the Listing on, or via, the relevant asset.
- 2.5.2 **Additional features:** We reserve the right to include features of our choosing in any Listing, such as location insights, third party advertisements, links and integrations.
- 2.5.3 **Duplication by Related Parties:** If both you and your Related Parties have purchased separate Listings in respect of the same Opportunity, we may exercise our discretion to reject or remove your Listings to avoid duplication.
- 2.5.4 **Removal by us:** Without limiting our other rights to edit or remove Your Content, we are entitled to archive, move or remove a Digital Listing from our Websites after the first to occur of:
  - (a) the end of the listing duration set out in your Customer Agreement, or nominated by you when booking the Listing;
  - (b) us having performed all of our obligations to you under the Agreement; and
  - (c) termination of the Agreement.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

# 3. Specific Terms for Domain Listings

## Domain

If you submit any property for sale or for rent to be listed on or via domain.com.au, the corresponding application or in our Magazines, this clause 3 sets out the Specific Terms that form part of the Agreement. They apply in addition to the General Terms and prevail over them to the extent of any inconsistency.

### 3.1.1 Provisions relevant to New Developments

- (a) You may only place one Listing for each property or allotment in a New Development.
- (b) If your Listing Subscription relates to a New Development and is a “Basic” or “Branded” subscription, you are not permitted to List more than 5 “house and land” packages, home designs or land allotments in any single suburb at any one time.

### 3.1.2 Categorisation of sale Opportunities: Without limiting clause 2.3.5, when booking a Listing for a sale Opportunity, you must book the Opportunity in the appropriate category, being:

- (a) for New Developments (see clause 3.1.1) – in the “New Development” category. This category includes new house and land and new land estates; or
- (b) otherwise – in the “Residential Buy” category. This category includes established homes, resales of houses and apartments/units, car spaces, farms and other rural Opportunities (other than Commercial Opportunities).

### 3.1.3 Categorisation & Fees

- (a) **Residential:** Except as otherwise documented in your Customer Agreement, Listings that are required to be booked under the “Residential Buy” category described in clause 3.1.2 above

will be charged at the amounts shown in the rate card and/or rate calculator applicable to Domain Listings.

- (b) **New Developments:** Except as otherwise documented in your Customer Agreement, Listings for Opportunities that are required to be booked under the “New Development” category described in clause 3.1.2 above will be charged at the Fees shown on the rate card and/or rate calculator applicable to New Development Listings.

📌 For example, if you list 2 dwellings of a 50 dwelling property that is required to be categorised as a “New Development” under clause 3.1.2(a), the Fees payable for the relevant Listing will be the amounts shown in the applicable New Development rate card and/or rate calculator, not the equivalent Domain residential rate card and/or rate calculator.

### 3.2 Additional Terms for Social Boost

This clause 3.2 only applies if you subscribe to Social Boost. They do not apply to casual purchases of Social Boost.

- 3.2.1 Where you have subscribed to Social Boost at an individual agent or agency level, all of your Listings (as an agent or agency, as depending on the nature of your subscription), will automatically come with a Social Boost inclusion which will be arranged by us when you place the underlying Listing.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary



### 3. Specific Terms for Domain Listings cont'd

If you do not want a Social Boost campaign for a particular Listing (and provided that you have a remaining downgrade allocation available to use to downgrade the relevant Listing), you must notify your account manager within 48 hours of uploading your Listing that you wish to cancel the Social Boost for the relevant Listing. Requests to downgrade from Social Boost will not be honoured after that time or if no downgrade allocation is available for the relevant Listing.

3.2.2 You may elect to schedule Social Boost to go live for your Listings within 48 hours of the Listings being published. If you do so, you agree that the Social Boost cannot be cancelled and is non-refundable.

#### 3.3 Additional Terms for Platinum Edge

This clause 3.3 only applies if you purchase a Platinum Edge Subscription:

3.3.1 **Market Insights Email:** In respect of any Market Insights Email you or listing agents within your agency are entitled to receive as part of your Platinum Edge Subscription, you acknowledge and agree that:

- (a) the Market Insights Email is for internal use only and must not be shared externally to your agency;
- (b) the form, content and timing of release of the Market Insights Email will be at our sole discretion;
- (c) unless expressly agreed by us in writing, republication or quoting of the Market Insights Email on social media or in any advertising or marketing material is strictly prohibited; and

- (d) you must ensure that all agents within your agency who receive the Market Insights Email as a result of your Platinum Edge Subscription comply with the terms of this clause 3.3.1. You are responsible for any breach of these terms by any of them as though the breach was by you personally.

3.3.2 **Downgrades:** Where you have a downgrade allowance remaining, you may elect to downgrade a Platinum Edge Listing to either gold, silver or branded listings. You cannot downgrade your Platinum Edge Listing to a standard Platinum listing. Downgrades must be requested within the first 48 hours after the initial upload of the Listing. Downgrades requested outside this period or where you do not have any available downgrade allowance remaining will not be honoured.

3.3.3 **Early Access:** If you enable Early Access for a Platinum Edge listing:

- (a) you agree:
  - (i) that we may notify property seekers that the property is available for sale;
  - (ii) that any subsequent Listing of the Opportunity on Domain must be a Platinum Edge Listing and – notwithstanding any other provision of the Agreement – it cannot be downgraded;
  - (iii) to provide us with the sold price and sale date of the relevant Opportunity within 72 hours of it being sold or unconditionally exchanged (whichever occurs first), in a manner specified by us from time to time;

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

### 3. Specific Terms for Domain Listings cont'd

- (iv) to list that Opportunity on Domain no later than you list it on any other online advertising portal (if any);
  - (v) to provide us with feedback on the Early Access product as reasonably requested by us; and
  - (vi) that the form, content and timing of any Early Access alert ultimately sent to prospective purchasers is at our sole discretion (for example, it may be an in-app alert, an email or in some other form);
- (b) you warrant:
- (i) that you have all the required agreements in place and documents prepared in order for us to send an Early Access alert without you or us thereby breaching the law (for example, the proposed contract of sale, a signed agency agreement or the Statement of Information (for properties in Victoria only) have been properly prepared and are available to provide to prospective purchasers); and
  - (ii) that the Form 6 (if the property is located in Queensland) or agency agreement/ sales authority (in all other jurisdictions) was signed less than 10 days prior to enablement of the feature; and
- (c) you acknowledge and agree that (without limiting our other rights and remedies), if you do not comply with clause 3.3.3(a)(iv), we may suspend and/or revoke your access to Early Access and charge you the applicable Fee for Listing the relevant Opportunity.
- 3.3.4 **Duration:** Subject to the Agreement:
- (a) Platinum Edge Listings will be displayed for an unlimited period unless you move the listing to 'sold' or otherwise take the Listing down; and
  - (b) any Platinum Edge Listing which is transitioned to a 'sold' Listing and which displays a sold price will continue to be displayed on a Platinum listing card on the 'sold' search results for an unlimited period.
- 3.3.5 **Reinstatement**
- (a) If a Platinum Edge Listing is transitioned to 'sold', or otherwise archived, and then reactivated as a live Listing:
    - (i) within 90 days, you will not incur any refresh charges for that Platinum Edge Listing; or
    - (ii) after 90 days, you will be charged the full listing Fee for a new Listing.
  - (b) If you downgraded your Platinum Edge Listing prior to archiving or removing it and wish to reactivate it as a live Listing, we will charge you for reactivating the Listing at the rate of a new Platinum Edge Listing.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

### 3. Specific Terms for Domain Listings cont'd

- 3.3.6 **Listing Bump:** Subject to the Agreement, each Platinum Edge listing is eligible for a Listing Bump from 48 hours after the Listing goes live. You acknowledge and agree that:
- (a) Listing Bump will only affect Listing visibility where listings are sorted by 'featured';
  - (b) The display of your "bumped" Listing will be impacted by other concurrently running Listing Bumps and our default Listing rotation cycle. As a result, we cannot guarantee that your "bumped" Listing will appear at the top of the search results when using Listing Bump;
  - (c) The commencement of your Listing Bump is not guaranteed to occur within any particular timeframe after you request to utilise the feature on a particular Listing. However, reasonable efforts will be made to ensure your Listing Bump takes effect on the relevant Listing within 1 hour of you submitting your request; and
  - (d) Listing Bump is not available for downgraded Platinum Edge Listings.
- 3.3.7 **Additional Platinum Edge e-brochure:** If your Platinum Edge subscription includes the right to send an additional Platinum e-brochure at no extra cost, you may only take advantage of this inclusion by scheduling the send of the e-brochure at the same time as you book a Listing Bump.

- 3.3.8 **Auction results:**
- (a) Auction results for your Platinum Edge Listings in the Sydney, Brisbane, Melbourne, Adelaide and Canberra metropolitan areas will be presented on branded auction results cards.
  - (b) A branded auction results card will not be applied to any downgraded Listings.
- 3.3.9 **Expiry or Termination:** Upon expiry or termination of your Platinum Edge subscription:
- (a) any Platinum Edge Listing booked prior to expiry or termination will remain listed until moved to 'sold' or the listing is removed;
  - (b) auction results branding will be applied to Listings uploaded during the currency of your Platinum Edge subscription only and will not be applied to future Listings; and
  - (c) you will no longer be eligible to use or receive any other Platinum Edge product features such as booking Platinum Edge Listings, applying Listing Bumps on future Listings, using Early Access or receiving the Market Insights Email.
- 3.3.10 **Platinum Edge Promise:** If you are eligible for the Platinum Edge Promise, the Platinum Edge Promise Terms and Conditions (as found [here](#)) will also apply to you.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

# 4. Specific Terms for Commercial Real Estate Listings



If you submit any Opportunity to be listed on or via [commercialrealestate.com.au](http://commercialrealestate.com.au), on the corresponding application or in our Magazines, this clause 4 sets out the Specific Terms that form part of the Agreement. They apply in addition to the General Terms and prevail over them to the extent of any inconsistency.

## 4.1 Co-Located Opportunities: Multiple Commercial Opportunities at the same address

4.1.1 **Application:** This clause 4.1 applies where you are appointed to act in respect of multiple concurrent Commercial Opportunities at the same street address (**Co-Located Opportunities**).

4.1.2 **Different principals:** If the principal for each Co-Located Opportunity is a different person, you may list the Commercial Opportunities in the ordinary course.

4.1.3 **Same principals:** If the principal for each Co-Located Opportunity is the same person:

- (a) you must submit one Master Commercial Real Estate Listing rather than individual Listings for each lot;
- (b) for the purposes of asset value pricing, the property value is the total cumulative value of the Master Commercial Real Estate Listing (including all sellable or lettable space); and

- (c) if the individual lot value falls in a lower band and the cumulative value falls in a higher band, the cumulative value will apply for purposes of calculating the property value.

4.1.4 **Your Content:** You must not use the same titles, images or descriptions for two or more Co-Located Opportunities.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

# 5. Specific Terms for Allhomes Listings



If you submit any Opportunity to be listed on Allhomes or in our Magazines, this clause 5 sets out the Specific Terms that form part of the Agreement. They apply in addition to the General Terms and prevail over them to the extent of any inconsistency.

**5.1 Additional provisions relating to New Homes:**

- 5.1.1 You must list New Homes as New Homes Listings rather than residential listings.
- 5.1.2 Where a New Home comprises multiple dwellings, New Homes Listings permit you to set up a 'master' listing for the relevant New Home and then a number of associated listings for dwellings within the relevant development.
- 5.1.3 Despite anything to the contrary in these Specific Terms, you may use New Homes Listings to promote multiple Opportunities at the same development and may update these Listings during the Term in relation to Opportunities at that development. However, you must not publish multiple New Homes Listings in respect of a single development or use a New Homes Listing to promote other developments, including any from the same developer or in a similar geographic location.

**5.2 Removal by us:** Without limiting our other rights to edit or remove Your Content, we are entitled to archive, move or remove any Digital Listing after expiry or termination of the Agreement, or otherwise at the end of the applicable period set out below:

- 5.2.1 For sale listings – 9 months from the date of publication;
- 5.2.2 For rent listings – 4 months from the date of publication;
- 5.2.3 Share house listings – 45 days from the date of publication; or
- 5.2.4 New Homes Listings – the earlier of the end of your subscription period or 72 months from the date of publication,

or at the end of such longer period as is agreed with you (including on any 'refresh' or extension of an existing Listing, where the above period will be calculated from the expiry of the period which otherwise would have applied).

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 5. Specific Terms for Allhomes Listings cont'd

### 5.3 Allhomes Amplify

The following provisions apply if you complete an order form for Allhomes Amplify All:

- 5.3.1 **Service Provider:** The Allhomes Amplify product is provided by Domain as agent for Allhomes, which in turn is acting as agent for Campaigntrack Pty Ltd (ABN 93 142 537 988).
- 5.3.2 **Invoices:** Where Amplify All is invoiced by Domain or Allhomes, Domain or Allhomes (as applicable) issues the invoice as agent for Campaigntrack Pty Ltd.
- 5.3.3 **Application:** On your Customer Agreement, if:
  - (a) 'Agency All' is selected, then an Allhomes Amplify campaign will be booked for all of your agency's Listings on Allhomes; or
  - (b) 'Agent Level All' is selected, then an Allhomes Amplify campaign will be booked for all of the nominated agent's Listings on Allhomes, unless the listing is downgraded within your available downgrade allowance.

- 5.3.4 **Downgrades:** Where you have taken out an Amplify All subscription, all of your Listings will automatically come with an Allhomes Amplify inclusion which will be automatically booked at the time of placing your Listings. If you do not want an Allhomes Amplify campaign to go live for a particular Listing (and provided that you have a remaining downgrade allocation available to use for the relevant Listing), you must notify us through Agent Portal (or as otherwise agreed by us) within 48 hours of uploading your Listing that you wish to cancel the Amplify All component of the relevant Listing. Requests to downgrade from Amplify All will not be honoured after that time or if no downgrade allocation is available for the relevant Listing.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

# 6. Specific Terms for Advertising

If you order or purchase Advertising, this clause 6 sets out the Specific Terms that form part of the Agreement. They apply in addition to the General Terms and prevail over them to the extent of any inconsistency.

## 6.1 Eligibility

If you wish to place Advertising with us, you must first:

- 6.1.1 set up an Account in accordance with clause 1.12 of the General Terms; and
- 6.1.2 complete and submit a credit application in the form specified by us.

## 6.2 Formation of Agreement

An Agreement to place Advertising with us is formed when:

- 6.2.1 you sign, and we accept in writing, a Customer Agreement outlining the specifications and Fees for the Advertising; or
- 6.2.2 we provide you with written acceptance to proceed with the Advertising,

(whichever occurs first).

## 6.3 Your Obligations

Without limiting your other obligations under the Agreement:

- 6.3.1 **Resale:** You may not resell Advertising without our prior written consent;
- 6.3.2 **Competitions and Trade Promotions:** If the Advertising promotes a competition or trade promotion, you must obtain all relevant permits and comply with all relevant laws related to those activities. You indemnify us against any loss we may suffer in connection with any Advertising promoting a competition or trade promotion;

6.3.3 **No Editorial:** You must ensure that the Advertising is clearly identifiable as advertising material and does not contain any material which could be confused with editorial content;

6.3.4 **Advertising Specifications:** You must ensure that any of Your Content submitted in relation to any Advertising complies with any advertising specifications, guidelines, and/or policies we communicate or make available to you before or at the time of booking;

6.3.5 **Submission Deadlines:** To enable us to fulfil your order for Advertising, you must ensure we have Your Content ahead of the applicable submission deadline. We will notify you of the applicable deadlines. You must comply with them. We are not responsible for failing to fulfil an order for Advertising if you have not provided Your Content on time;

6.3.6 **Format:** You must Submit Your Content to us in the format, and using the means, notified by us from time to time;

6.3.7 **Errors:** You are responsible for checking Your Content. You must notify us immediately if there are any errors in Your Content that may impact the correctness of the Advertising, whether we have published the Advertising or not. Unless the error is caused by us, you must still pay the full Fee for any Advertising containing an error which has been published;

6.3.8 **Contact Information:** You must ensure that any Advertising which contains contact details contains the full name and street address of the advertiser and any other information required by law; and

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 6. Specific Terms for Advertising cont'd

6.3.9 **Website Links:** You must ensure that any URL or QR code referenced in Advertising links to the appropriate website.

### 6.4 Cancellation

You may cancel Advertising that you have ordered by giving us notice in writing in accordance with this clause. Our rights and obligations following receipt of a cancellation notice are set out below.

6.4.1 **Print Advertising:** If we receive your notice to cancel Print Advertising before the applicable content submission deadline, we will not charge you the Fees for the cancelled Print Advertising. If we receive your notice to cancel Print Advertising after the applicable content submission deadline we:

- (a) will endeavour to withdraw the Print Advertising from the relevant Magazine but cannot guarantee that the Advertising will not run in the relevant Magazine; and
- (b) may charge you the full Fee for the relevant Advertising, unless we are able to sell the relevant ad spot to a third party for the same amount as the Fee.

6.4.2 **Digital Advertising:** If we receive your notice to cancel Digital Advertising 14 days (or more) prior to the agreed publication date, we will not charge you the Fees for the Advertising. If we receive your notice to cancel Digital Advertising after that date, we:

- (a) will endeavour to withdraw the Digital Advertising from service but cannot guarantee that the Digital Advertising will not run on the relevant digital publications; and

- (b) may charge you the full Fee for the relevant Advertising, unless we are able to sell the relevant ad spot to a third party for the same amount as the Fee.

6.5 **Our Rights and Obligations:** Without limiting our other rights and obligations under the Agreement:

6.5.1 **Fulfilment:** If you comply with this Agreement, and subject to the terms of this Agreement, we will use best endeavours to publish your Advertising in the format, volume and position which we have agreed with you;

6.5.2 **Editorial rights:** We reserve the right to reformat, reposition and reconfigure Advertising (including any of Your Content) as reasonably required for publication on the relevant digital publication or in the relevant Magazine;

6.5.3 **Make good:** Except as otherwise set out in the Agreement and subject to the Consumer Guarantees, if we determine (acting reasonably) that the Advertising you order is not delivered or a campaign is not fulfilled we may grant you a credit or make good by other means, at our discretion (acting reasonably);

6.5.4 **Infringing material:** We may refuse to publish or we may amend any Advertising if we believe (acting reasonably) that it does not comply with the Agreement;

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary



## 6. Specific Terms for Advertising cont'd

🕒 For example:

- we may remove URLs which do not link to the appropriate website;
- we may correct any errors in your Advertising (but are not obligated to do so); and
- we may reformat Your Content or publish it in a border and/or under a “Sponsored Content”, “Advertising” or similar heading if we think it is not clearly identifiable as advertising material.

6.5.5 **If you submit Your Content late:** If you have entered into an Agreement to procure Advertising but do not comply with the applicable content submission deadlines, we:

- (a) may decline to publish the Advertising;
- (b) may charge you for the full Fee for that Advertising; and
- (c) are not obligated to honour any claim for a credit, republication or refund;

6.5.6 **Update to specifications:** We reserve the right to amend and update our advertising specifications at any time by giving you notice; and

6.5.7 **Classifieds:** We may publish classified Advertising under the classification we deem most appropriate.

## 6.6 Fees

6.6.1 Subject to clause 6.6.2, we will invoice you for the Fees for your Advertising Product monthly in arrears.

6.6.2 If you have historically paid for your Advertising Products late on more than one occasion, we reserve the right to invoice you in advance of publication of the relevant Advertising and to decline to publish your Advertising until you have paid the relevant invoice.

## 6.7 Creative Services

This clause 6.7 applies where we expressly undertake to provide you with creative services in connection with your Advertising under a Customer Agreement.

6.7.1 **Instructions and materials:** You must promptly supply us with any design instructions, logos, art works, materials and instructions that we will need to complete the creative services required under the Customer Agreement.

6.7.2 **Mock-Ups:** We will endeavour to supply you with mock ups of the material we have produced for the relevant Advertising for your approval, within a reasonable time in advance of the applicable content submission deadlines.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

## 6. Specific Terms for Advertising cont'd

- 6.7.3 **Your approval and timely changes:** You are responsible for checking any mock ups we provide to you and notifying us, within a reasonable time prior to the applicable content submission deadline, of your approval of the mock ups or if amendments are required. If we do not receive this feedback from you prior to the applicable content submission deadline, we may treat this as you having cancelled the Advertising after the content submission deadline under clause 7.4.
- 6.7.4 **Major changes:** If we have performed the creative services in accordance with instructions received under clause 6.7.1 (or as otherwise set out in the Customer Agreement) and you request substantial changes to a mock up:
- (a) we may charge you a reasonable additional fee for the work involved in fulfilling the request;
  - (b) we will use reasonable endeavours to implement the changes before the applicable content submission deadline; and
  - (c) if, despite complying with our obligations under clause 6.7.4(b), we are not able to finalise the content of the Advertising prior to the applicable content submission deadline, we may delay the publication date for the Advertising or cancel the Advertising (in our discretion). If we cancel the Advertising under this clause, we may charge you the full Fee for the Advertising.

## 6.8 Intellectual Property:

- 6.8.1 Without limiting any other part of the Agreement, you grant us a non-exclusive right to copy, adapt, modify, and otherwise use any of Your Content, including logos or design materials, which you supply to us for the purposes of us providing you with creative services.
- 6.8.2 Unless otherwise set out in your Customer Agreement and except with regards to Your Content, we own the Intellectual Property Rights in any materials we produce as part of the creative services.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

# 7. Specific Terms for RealTime Agent

If you subscribe to RealTime Agent or otherwise use it, this clause 7 sets out the Specific Terms that form part of the Agreement. They apply in addition to the General Terms and prevail over them to the extent of any inconsistency.

## 7.1 Inclusions

Depending on the details of your Customer Agreement, you may have access to one or more of the following functionalities or components:

- 7.1.1 BidTracker, which facilitates the digitisation of auction information in real time;
- 7.1.2 Agency Agreements, which enables agents and their clients to digitally execute agency appointment documents;
- 7.1.3 Digital Contracts, which enables agents to facilitate the electronic execution of contracts for the sale of land and related documents; and
- 7.1.4 any other functionalities or components we release and make available to you as part of your subscription or use of RealTime Agent,

(together, **RealTime Agent**).

## 7.2 Bundled Access

If any part of the Customer Agreement under which you subscribe to a particular RealTime Agent component is terminated, we may immediately terminate your access to all components of RealTime Agent.

## 7.3 Your Responsibilities

The following provisions apply each time you use RealTime Agent (including the Agency Agreements and/or Digital Contracts components):

- 7.3.1 You are responsible for providing us with appropriate template documents which comply with any applicable laws and the format requirements accepted by the user interface.
- 7.3.2 Whenever you provide us with a template document for uploading to the application, you must ensure that:
  - (a) the template document is fit for purpose; and
  - (b) you are authorised and have all the necessary licences to share the template document with us for use within RealTime Agent.
- 7.3.3 You are responsible for ensuring that the template documents you provide, and for checking that the fillable versions we return to you in the application, are correct, enforceable, consistent with your client's instructions and compliant in all respects with legal and regulatory requirements (including applicable professional standards).
- 7.3.4 You must promptly respond to any questions that we ask or any requirements that we have in connection with the transformation of any template documents you provide us into fillable forms.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 7. Specific Terms for RealTime Agent cont'd

- 7.3.5 You acknowledge and agree that the functionalities and components offered through RealTime Agent (including the Agency Agreements and Digital Contracts offerings) are not compliance tools. We are not responsible for determining whether the documents you process through Agency Agreements or Digital Contracts:
- (a) are fit for purpose;
  - (b) will meet your or your clients' requirements;
  - (c) can be legally formed by digital or electronic signature; or
  - (d) are subject to additional requirements in order to be validly executed and/or exchanged at law.
- 7.3.6 We are not responsible for any:
- (a) transaction contemplated by, or the subject of, the documents you process through RealTime Agent (including through the Agency Agreements or Digital Contracts components);
  - (b) errors, mistakes, or inaccuracies of content you provide with respect to a document processed through RealTime Agent (including through the Agency Agreements or Digital Contracts components); or
  - (c) costs of any kind incurred as a result of the use of, or reliance on, any content posted, emailed, transmitted or otherwise made available through RealTime Agent, including a failure of exchange.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

# 8. Specific Terms for LeadScope

If you subscribe to LeadScope, this clause 8 sets out the Specific Terms that form part of the Agreement. They apply in addition to the General Terms and prevail over them to the extent of any inconsistency.

## 8.1 Supply of CRM Data

- 8.1.1 To enable us to provide the Insights to you, you must provide us with access to your CRM Data in a timely fashion and in the format, and using the means, notified by us from time to time.
- 8.1.2 You represent, warrant and agree that:
  - (a) you have collected the CRM Data directly; and
  - (b) to the extent that the CRM Data is data you have acquired from a third party or contains Personal Information, you hold any necessary consents, permissions and/or licences to disclose the content to us for use by you and by us in accordance with the Agreement and applicable laws, as if you were an APP Entity as defined in the Privacy Act.
- 8.1.3 You agree to promptly notify us if you become aware of or suspect a breach of the warranties given under clause 8.1.2.
- 8.1.4 You acknowledge and agree that we do not accept responsibility for any errors in your CRM Data, and you acknowledge that we are under no obligation to approve, check or verify your CRM Data.

## 8.2 Your Intellectual Property

- 8.2.1 We do not claim ownership rights in your CRM Data.
- 8.2.2 By providing us with access to your CRM Data, you grant us and the Domain Group a non-exclusive, royalty-free licence to use, copy, and process your CRM Data for the purpose of generating the Insights.

- 8.2.3 By providing us with access to your CRM Data, you consent to us and our licensees and all Domain Group members doing anything we are permitted to do under clause 8.2.2 in respect of your CRM Data that may otherwise amount to an infringement of your moral rights, and warrant that you have obtained the same consents from all other authors of your CRM Data.

## 8.3 Our Intellectual Property

- 8.3.1 We retain ownership of all of the Intellectual Property in the Insights and are entitled to use the Insights however we choose.
- 8.3.2 We grant you a limited, non-exclusive, revocable licence to use the Insights we provide to you for your internal business purposes only.
- 8.3.3 Without limiting clause 8.3.2, you are not permitted to:
  - (a) sell, transfer or share the Insights with any third parties;
  - (b) make derivative products from the Insights; or
  - (c) use the Insights for direct marketing, promotional, or advertising purposes.

## 8.4 Your Obligations

- You agree:
- (a) not to use the Insights to make any unsolicited calls or unsolicited contact or communication of any nature to an individual;
  - (b) without limiting clause 8.4(a), that you will only use the Insights in compliance with all applicable laws (including Privacy Laws) as well as our reasonable instructions;

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 8. Specific Terms for LeadScope cont'd

- (c) to provide feedback on the Insights covering the topics, and in the timeframe and format reasonably requested by us;
- (d) that you are solely responsible for your CRM Data and the consequences of using, disclosing, storing or transmitting it;
- (e) not to use the Insights to support the transmission, publication or communication of material that is illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, unwanted or encouraging of conduct that would be considered to be a criminal offence, give rise to civil liability, violate any law or be otherwise considered to be inappropriate; and
- (f) not to make any representations or warranties to any third parties that could be construed as being representations or warranties from us in relation to the Insights.

### 8.5 Our Obligations

- 8.5.1 We will not disclose your CRM Data to anyone outside the Domain Group without your consent, except where:
- (a) we are required to disclose the CRM Data in order to comply with our obligations under this Agreement;
  - (b) the CRM Data (or any part of it) is in the public domain or is no longer confidential, except as a result of a breach of this Agreement by us; or
  - (c) the CRM Data must be disclosed under compulsion of law or by a regulatory authority, including under subpoena or the rules of any official stock exchange.

8.5.2 Other than as set out in clause 8.5.1 above, we assume no responsibility or liability for or in respect of your CRM Data.

8.5.3 We assume no responsibility or liability for your use of the Insights (including how you use them and/or the purpose of such use).

### 8.6 Fees

8.6.1 Unless otherwise stipulated in the Customer Agreement:

- (a) the Fee you are charged in respect of LeadScope is dependent on the number of records comprising your CRM Data;
- (b) to determine your initial Fee, we will assess the number of CRM Data records against our pricing brackets and charge you the Fee applicable to the relevant pricing bracket; and
- (c) if the number of records comprising your CRM Data increases during the Term such that it corresponds with a higher pricing bracket than the one under which you were originally charged, we reserve the right to charge you the Fee corresponding to the higher pricing bracket for the part of the Term during which your number of CRM Data records fell into the higher pricing bracket.

8.6.2 You agree to cooperate with our reasonable requests for information to verify the number of CRM Data records you hold to assist us in enforcing our rights under clause 8.6.1.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

# 9. Specific Terms for Realbase (Realhub and/or Campaigntrack)

If you subscribe to Realbase, this clause 9 sets out the Specific Terms that form part of the Agreement. They apply in addition to the General Terms and prevail over them to the extent of any inconsistency.

## 9.1 Our Responsibilities

We operate to digitise and centralise the placing of orders and the making of payments between you and your Suppliers. We are not responsible for fulfilment or otherwise involved in or responsible for intermediating your relationships with your Suppliers. Without limitation, this means that we are not responsible for:

- 9.1.1 negotiating, implementing or fulfilling the Terms of Supply;
- 9.1.2 checking the accuracy of Your Content and any other items you upload to (or via) the Product;
- 9.1.3 ensuring your ordered items are created and delivered free of errors, on time or to the expected standard; or
- 9.1.4 managing or resolving disputes or differences between you and your Suppliers.

## 9.2 Your Responsibilities

- 9.2.1 You undertake to manage the matters set out in clause 9.1.1-9.1.4 inclusive between yourself and your Suppliers, without reliance on us.
- 9.2.2 Without limiting your other obligations under the Agreement (including in your obligations in respect of Your Content), you agree that you must:
  - (a) provide us with complete and accurate information for any new product or Supplier you wish for us to onboard to Realbase, to enable us to correctly set them up in our system;

- (b) where conveying materials to your Suppliers via Realbase, provide us with the materials required for the fulfilment of your orders prior to your Suppliers' deadlines in a form that is compatible with both Realbase and with your Supplier's requirements;
- (c) provide us with accurate and complete information regarding your Suppliers, their products and the Terms of Supply no less than 10 days prior to the relevant Terms of Supply taking effect, so that we have a reasonable opportunity to load them into Realbase in readiness for application to your future orders; and
- (d) comply with clause 9.2.2(c) each time the Terms of Supply between you and your Suppliers change.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

# 10. Specific Terms for Pricefinder

If you subscribe to or otherwise use Pricefinder, this clause 10 sets out the Specific Terms that apply to the Agreement. They apply in addition to the General Terms and prevail over them to the extent of any inconsistency.

## 10.1 Third Party Requirements

The services provided by Pricefinder rely in part on property data provided by third parties. Those third parties require us to obtain your agreement to the terms and conditions set out in and referred to by this clause 10.1. They are fundamental terms of your Agreement.

### 10.1.1 APM Disclaimer

You acknowledge and agree that the following disclaimer applies to all information and component parts of Pricefinder.

*Published and compiled by Australian Property Monitors Pty Limited ACN 061 438 006 trading as Domain Insight. Level 5, 100 Harris Street, Pyrmont NSW 2009 (Publisher).*

*In compiling this publication, the Publisher relies upon information supplied by a number of external sources. The publication is supplied on the basis that while the Publisher believes all the information in it will be correct at the time of publication, it does not warrant its accuracy or completeness and to the full extent allowed by law excludes liability in contract, tort or otherwise, for any loss or damage sustained by subscribers, or by any other person or body corporate arising from or in connection with the supply or use of the whole or any part of the information in this publication through any cause whatsoever and limits any liability it may have to the amount paid to the Publisher for the supply of such information.*

## 10.2 Your Obligations

You agree that:

- 10.2.1 all data and information to which you have access through Pricefinder is for your exclusive use as part of your internal business requirements and you will not use it for any other purpose;
- 10.2.2 you must not offer the data or information to which you have access to third parties, or combine the data or information with any other data or information and offer the combined data to third parties;
- 10.2.3 you must not use your access to Pricefinder to procure data or information for or on behalf of any third parties;
- 10.2.4 you must not use any material or information to which you have access on any other internet site or to establish, maintain or provide your own publications or promotional material; and
- 10.2.5 you must not use any material or information derived from Pricefinder for the purposes creating or distributing any email or other direct marketing campaign.

## 10.3 Copyright

The following notice applies in connection with information supplied through Pricefinder and you agree to display the following notice wherever you, or your Users, publish information derived from Pricefinder.

*Copyright © 2024 Australian Property Monitors Pty Ltd trading as Domain Insight. This data is published and compiled by Domain Insight and in compiling this publication the publisher also relies on the information supplied by a number of external sources.*

Customer service centre: 1800 817 616

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary



## 10. Specific Terms for Pricefinder cont'd

### 10.4 Acknowledgements and disclaimers regarding information about properties in various states and territories

You acknowledge and agree that where you request information from Pricefinder about a property in a particular state or territory, you have read and accept the acknowledgements and disclaimers relevant to that state or territory as set out in clause 11 (Property Insights Attribution Statements). For clarity, in the context of your Agreement with APM for the use of Pricefinder, references in clause 11 to:

- (a) **Property Insights** are to be read as references to the information you have requested or are consuming about the property in the relevant state or territory; and
- (b) **Products** are to be read as references to Pricefinder.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

# 11. Property Insights Attribution Statements

## 11.1 State of Victoria

11.1.1 The terms of this clause 11.1 apply in respect of Property Insights provided in or through our Products regarding property located in Victoria.

*The State of Victoria owns the copyright in the property sales data and reproduction of that data in any way without the consent of the State of Victoria will constitute a breach of the Copyright Act 1968 (Cth). The State of Victoria does not warrant the accuracy or completeness of the licensed material and any person using or relying upon such information does so on the basis that the State of Victoria accepts no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information supplied.*

11.1.3 Without limiting clause 11.1.2 in this clause 11.1, the following definitions apply

<b>Access</b>	means any form of access to the Licensed Material or any information containing, sourced, extracted, modified, based on, utilising, generated or in any way derived from the Licensed Material, including accessing the same via Download, Enquiry and Read Only Access functions.
<b>Agreement</b>	means the LANDATA® Licensing Agreement for Property Sales Data between the Licensor and the Licensee.
<b>Confidentiality Deed</b>	means a confidentiality deed in the form specified by the Licensor in the Agreement.
<b>Customer Agreement</b>	means the agreement between the Licensee and the Customer (which includes or incorporates these Customer Terms of Use) for the provision of Licensed Material to the Customer.
<b>Customer Deed Poll</b>	means a deed poll in the form set out in Schedule 4 of the Agreement.

11.1.2 In this clause 11.1, “property sales data” means the data recorded as a result of individual land transactions as recorded by the Department of Transportation, Planning and Local Infrastructure of the State of Victoria (and its successor under any machinery of Government changes as may be implemented) and stored on the LANDATA® System and released pursuant to section 5(2) of the Valuation of Land Act 1960 (Vic).

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 11. Property Insights Attribution Statements cont'd

<b>Download</b>	means the capture of any part of the Licensed Material in electronic form and the transmission of such material via the API or a file transfer to another storage medium or services (including hard drive, USB storage devices, optical storage medium, and Electronic Storage Services).
<b>Enquiry</b>	means electronic Access to any part of the Licensed Material by a person who may view data and reproduce a physical copy (such as by printing a hard copy) but who is prevented from modifying data or Downloading the material.
<b>Government Agency</b>	means any government and governmental body, whether Commonwealth, State, Territorial or local.
<b>Licensed Material</b>	means that part of the data and materials relating to property sales and/or land valuation licensed by the Licensee under the Agreement that is provided by the Licensee to the Customer under the Customer Agreement.
<b>Licensed Real Estate Agent</b>	means a licensed real estate agent as defined in section 4 of the Estate Agents Act 1980 (Vic).
<b>Licensee</b>	means Australian Property Monitors Pty Ltd (ACN 061 438 006).
<b>Licensor</b>	means the Crown in right of the State of Victoria through the Department of Transport and Planning (ABN 90 719 052 204).
<b>Permitted User</b>	means the allowed use of the Licensed Material as described in the Valuation of Land Act 1960 (Vic) and as directed by any Ministerial direction which is gazetted from time to time and as specified in the agreement between the Licensee and the Customer.
<b>Read Only Access</b>	means electronic access to any part of the Licensed Material by a person who may only view the data, and who is not permitted to copy it, retransmit it, reproduce it in a physical copy, modify it, delete it or Download it
<b>Related Body Corporate</b>	has the meaning given in section 9 of the Corporations Act 2001 (Cth).
<b>Use</b>	means to view or to use the Licensed Material.
<b>User</b>	means a Customer who is not a Valuer, Government Agency or Licensed Real Estate Agent.
<b>Valuer</b>	means a practising land valuer who meets the requirements for qualifications or experience as specified from time to time by the responsible Minister under section 13DA(2) of the Valuation of Land Act 1960 (Vic) or is a member of the Australian Property Institute.
<b>Website</b>	means a set of related web pages located under a single domain name.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

11. Property Insights Attribution  
Statements cont'd

- 11.1.4 The Customer must not Access or Use the Licensed Material to:
- (a) prepare mailing lists or to assist in direct marketing; or
  - (b) breach the provisions of the Copyright Act 1968 (Cth) in relation to access to and use of the Licensed Material; and
- the Customer must ensure that no other person breaches the above conditions.
- 11.1.5 The Customer acknowledges that it is only authorised to access certain parts of the Licensed Material depending on whether the Customer is a Valuer, a Licensed Real Estate Agent, a Government Agency, or a User.
- 11.1.6 The Customer agrees that it will only Access or Use the Licensed Material for the Permitted Use and that it must not Access or Use the Licensed Material for direct marketing, including compilation, update or validation of mailing lists, list brokering, data matching, data analysis or data mining (whether through manual analysis or automated “big-data” type analysis), contacting vendors or purchasers, creating, preparing, compiling, updating or validating any marketing or contact lists, or promoting goods or services, including advertising delivery, measurement and targeting, lead generation and other promotional activities.
- 11.1.7 The Customer must not cause or allow the presentation of the Licensed Material to be linked directly or indirectly to other information (including a reference to a website) that may infer that any part of the Licensed Material may be used or available for direct marketing or promotional purposes. For the avoidance of doubt, this clause 11.1.7 does not prevent the Licensed Material being used for the purpose of general research of the property market.
- 11.1.8 The Customer acknowledges that the Licensee is prohibited from offering any feature or service that would permit the Licensed Material to be searched by any name, such as the purchaser(s) name or vendor(s) name, and the Customer must not Access or Use the Licensed Material (such as systematic or bulk Downloads) for the purpose of carrying out such a search.
- 11.1.9 The Customer acknowledges that if it contravenes any of the requirements of the Customer Agreement, then its Access to the Licensed Material may be suspended or terminated immediately.
- 11.1.10 Upon the expiration or termination of the Agreement or the Customer Agreement, the Customer must immediately destroy all Licensed Material in the possession or control of the Customer and its employees and agents, and provide to the Licensee a certificate signed by the Customer’s director or company secretary (if a company), a partner (if a partnership) or the Customer (if a sole trader) verifying the destruction.
- 11.1.11 If the Licensed Material to be provided to the Customer includes vendor and purchaser names, then the Customer must execute a Customer Deed Poll prior to being given access to such details.
- 11.1.12 The Customer may disclose the Licensed Material to another person as follows:

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

## 11. Property Insights Attribution Statements cont'd

- (a) to any employee or agent of the Customer on a needs to know basis, provided that the recipient, if required by the Licensor, procures the recipient to execute a Confidentiality Deed in favour of the Licensor;
  - (b) if the Customer is a Valuer or Licensed Real Estate Agent, to its client provided that all of the following are satisfied:
    - (i) the client has commissioned the Customer to carry out a valuation of real estate or engaged the Customer to sell real estate on behalf of the client, such that the Customer is required to prepare an estimated selling price of the real estate;
    - (ii) the Customer only includes such part of the Licensed Material necessary to carry out the valuation or prepare an estimated selling price for the client; and
    - (iii) in any case, details to be provided to the client must be limited to a relevant property address, land description, sale price and date of sale and must not contain any details of any vendor or purchaser contained in the Licensed Material;
  - (c) in the case of a Licensed Real Estate Agent, in a statement of information prepared in accordance with section 47AF of the Estate Agents Act 1980 (Vic) to the extent required to comply with that provision;
  - (d) if the Customer is a Valuer or Licensed Real Estate Agent, with the Licensor's prior written consent, to companies, firms or persons carrying on business by way of a common franchise agreement or a similar common business structure; and
  - (e) as permitted by law.
- 11.2 **New South Wales Land and Property Management Authority**
- 11.2.1 The terms of this clause 11.2 apply in respect of Property Insights provided in or through our Products regarding property located in New South Wales.
- 11.2.2 The following notice applies in connection with Property Insights supplied through our Products and you agree to display the following notice wherever you or your Users publish Property Insights derived from our Products in relation to properties in New South Wales:
- Contains property sales information provided under licence from the Valuer General New South Wales. Australian Property Monitors Pty Ltd is authorised as a Property Sales Information provider by the Valuer General of New South Wales.*
- 11.2.3 You must not:
- (a) on-sell, sub-licence, disclose, publish, create competing datasets to that of the Valuer General of New South Wales, commercialise or otherwise exploit the data you obtain from our Products, or otherwise provide that data to any other person;

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 11. Property Insights Attribution Statements cont'd

- (b) alter the meaning or substance of any data you obtain from our Products;
  - (c) remove any copyright or attribution notice displayed in our Products in respect of any Property Insights; or
  - (d) use the Property Insights you obtain from our Products for direct marketing, for the purposes of identifying any individual or individuals, whether in combination with other information or otherwise, or with the intention of encroaching upon or interfering with the privacy of an individual.
- 11.2.4 You must:
- (a) comply with Privacy Laws in dealing with any Personal Information obtained through our Products, including the collection, use and security of such information, whether or not you are required by law to comply with the provisions of the Privacy Laws;
  - (b) notify us of any privacy complaints made in connection with such Personal Information;
  - (c) act in accordance with our reasonable directions in relation to any such privacy complaint;
  - (d) if requested by us to do so, de-identify, delete or destroy all or any specifically identified Personal Information that is in your possession or control, within the reasonable timeframe imposed by us and provide evidence of same in the manner requested by us;
  - (e) promptly comply with any request from us to suppress details obtained from our Products (including complying with all time stipulations relating to suppressions);
  - (f) confirm to us in writing on demand that you have complied with our suppression request; and
  - (g) notify us if you suspect suppression has not been effected in your records or systems.
- 11.3 **State of Queensland**
- The terms in this clause 11.3 apply in respect of Property Insights provided in or through our Products regarding property located in Queensland. Capitalised terms are defined in section 11.3.3 below.
- 11.3.1 The following notices apply in connection with Property Insights supplied through our Products and you agree to display the following notice wherever you or your Users publish Property Insights derived from our Products in relation to properties in Queensland:
- (a) Where the information is Licensed Data:  
*© State of Queensland (Department of Resources) 2024. In consideration of the State permitting use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws; more information at [www.propertydatacodeofconduct.com.au](http://www.propertydatacodeofconduct.com.au).*

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 11. Property Insights Attribution Statements cont'd

- (b) Where the information is a Licensed Data Product (with the exception of those sent by SMS):
- Based on or contains data provided by the State of Queensland (Department of Resources) 2024. In consideration of the State permitting use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws; more information at [www.propertydatacodeofconduct.com.au](http://www.propertydatacodeofconduct.com.au).*
- 11.3.2 As a condition of the Agreement, you acknowledge and agree to each of the following. In the context of the paragraphs below, the word "I" refers to you and your Users.
- (a) Ownership:
- I acknowledge that I have no rights of ownership in the Licensed Data. The State of Queensland (Department of Resources) is the owner of the intellectual property rights including copyright in and to the Licensed Data or has the right to make it available under licence arrangements, and has made a licence arrangement with Australian Property Monitors Pty Ltd.*

- (b) Liability:
- I acknowledge that the State of Queensland (Department Resources) gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data.*
- (c) Permitted Use:
- I agree that I will not use the Licensed Data Product(s) to provide a Mail Merge Functionality, or with the intention of encroaching upon the privacy of an individual or for Direct Marketing and I will comply with the Privacy Laws and the PIIPD Code of Conduct as applicable.*
- (d) Permitted Use Terms – Licensee's Customers:
- I agree to use the Licensed Data Products that I receive from Australian Property Monitors Pty Ltd and/or any customer of Australian Property Monitors Pty Ltd only for my own personal use or in the ordinary course of my business (e.g. solicitor, accountant, valuer etc.). I am not a business acting as a reseller of Licensed Data Products.*

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 11. Property Insights Attribution Statements cont'd

### 11.3.3 Definitions:

<b>Direct Marketing</b>	means one to one marketing using personal details (for example, name, address, email address or other Personal Information), normally supported by a database/resource, which uses one or more advertising media to effect a measurable response and/or transaction from a person (including a corporation or organisation) and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing, and list brokering.
<b>Licensed Data</b>	means data that is owned by or licensed to the State of Queensland (Department of Resources) and has been licensed to Australian Property Monitors Pty Ltd under an agreement.
<b>Licensed Data Product(s)</b>	means any Value Added product derived from or based on the Licensed Data or any other Licensed Data Products(s).
<b>Mail Merge Functionality</b>	means a facility under which a form letter can be sent to many recipients with each letter personalised using a Licensed Data Product. The facility takes each recipient's name and/or address (from a Licensed Data Product) and enters it in its usual place on a form letter, and may also print out mailing labels.
<b>PIIPD Code of Conduct</b>	is the Personal Identification Information in Property Data Code of Conduct for access to bulk data including identified information in the Queensland Valuation and Sales System (QVAS) database. More information about the PIIPD Code of Conduct can be found at <a href="http://www.propertydatacodeofconduct.com.au">www.propertydatacodeofconduct.com.au</a> .
<b>Privacy Laws</b>	means any legislation (or mandatory government policy, where applicable) enacted by Federal or State agencies in relation to privacy and includes the Privacy Act 1988 (Cth) and Information Privacy Act 2009 (Qld).
<b>Value Add/Adding/Added</b>	means any repackaging which irreversibly changes the form of the Licensed Data or any augmenting or incorporation of the Licensed Data with other data. Conversion onto a different media or the translation into a different format (for example, changing colour and formatting) of Licensed Data is not Value Adding.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements



## 11. Property Insights Attribution Statements cont'd

### 11.4 Government of the State of South Australia

The terms in this clause 11.4 apply in respect of Property Insights provided in or through our Products regarding property located in South Australia. As a condition of your Agreement, you acknowledge and agree to the following:

11.4.1 **Warning:** You acknowledge and agree that the paragraph below applies to all Property Insights in our Products relating to property located in South Australia:

*The information contained in this dataset is extracted from records of land status and cadastral boundary definition held by the Government of South Australia (the 'State'). The information is not represented to be accurate, current, complete, or suitable for any purpose, at the time of its supply by the State, and may have changed since the date of supply by the State. The software by which the information is provided is not represented to be error-free. No responsibility is accepted by the State for any reliance placed by any person upon the information, or the software by which it is provided. Persons acquiring or using the information and its associated software must exercise their independent judgement in doing so.*

11.4.2 **Copyright:** You must ensure that each report or image generated from our Products which contains or uses any Property Insights related to property in South Australia bears the following notice:

*Copyright in this information remains with the Crown in the right of the State of South Australia, The information is reproduced under licence from the Crown.*

11.4.3 **Privacy:** You acknowledge and agree that the paragraph below applies to all Property Insights in our Products relating to property located in South Australia:

*The information contained in this dataset must not be used for the purposes of compiling contact lists, whether personalised or not.*

11.4.4 **Disclaimer:** You acknowledge and agree that the paragraph below applies to all Property Insights in our Products relating to property located in South Australia:

*The State of South Australia (the 'State'), including without limitation the Offices of the Valuer-General and Registrar-General, DOES NOT ENDORSE any of the goods or services provided by Australian Property Monitors Pty Ltd and its related entities.*

*The State notes that this good or service is NOT PRODUCED by the State (including without limitation the Offices of the Valuer-General and Registrar-General) and in particular (but without limitation) if the good or service is a valuation, it is NOT A VALUATION produced or endorsed by the State or the Valuer-General.*

### 11.5 Crown in the Right of Tasmania

The terms in this clause 11.5 apply in respect of Property Insights provided in or through our Products regarding property located in Tasmania. As a condition of your Agreement, you acknowledge and agree to the following:

11.5.1 The Product incorporates data, the copyright in which is vested in the Crown in Right of Tasmania. The data has been used in the product with the permission of the Crown in Right of Tasmania.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 11. Property Insights Attribution Statements cont'd

- 11.5.2 The Crown in the Right of Tasmania and its employees and agents:
- (a) give no warranty regarding the accuracy, completeness, currency or suitability for any particular purpose; and
  - (b) do not accept liability howsoever arising, including but not limited to negligence, for any loss resulting from the use of or reliance upon the data.

Base data from the LIST © Crown in Right of Tasmania [www.thelist.tas.gov.au](http://www.thelist.tas.gov.au)

### 11.6 Australian Capital Territory

The terms in this clause 11.6 apply in respect of Property Insights provided in or through our Products regarding property located in the Australian Capital Territory. As a condition of your Agreement, you acknowledge and agree to the following:

*The Property Insights are Territory Data, which is the property of the Australian Capital Territory. No part of it may in any form or by any means (electronic, mechanical, microcopying, photocopying, recording or otherwise) be reproduced, stored in a retrieval system or transmitted without prior permission. Enquiries should be directed to: Manager, Customer Services, Environment and Planning Directorate, GPO Box 158, Canberra ACT 2601.*

### 11.7 Northern Territory

The terms in this clause 11.7 apply in respect of Property Insights provided in or through our Products regarding property located in the Northern Territory. As a condition of your Agreement, you acknowledge and agree to the following:

*Copyright in the underlying data for the Northern Territory is owned by the Northern Territory of Australia represented by the Department of Infrastructure, Planning and Environment for which no responsibility is accepted.*

### 11.8 Western Australian Land Information Authority (Landgate)

The terms in this clause 11.8 apply in respect of Property Insights provided in or through our Products regarding property located in Western Australia. As a condition of your Agreement, you acknowledge and agree to the following provisions. References to a "Value Added Product" below are references to our Products.

11.8.1 Information contained within this product includes location information data licensed from Western Australian Land Information Authority trading as Landgate ('Landgate'). Copyright in the location information data remains with Landgate. Landgate does not warrant the accuracy or completeness of the location information data or its suitability for any particular purpose.

11.8.2 You and your Users must:

- (a) only use a Value Added Product for your personal or business purposes; and
- (b) not sell, license, hire, let, trade, expose for sale, or derive revenue for the Value Added Product or part of the Value Added Product, except where you are on-providing the Value Added Product, in the same format as received from us, to your customers.

11.8.3 You acknowledge, and must procure that your Users acknowledge, that:

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

## 11. Property Insights Attribution Statements cont'd

- (a) The Value Added Product is derived from Landgate's location information;
  - (b) Landgate owns all copyright in the location information which is protected by the Copyright Act 1968 (Cth) and apart from any use as permitted under the fair dealing provisions of the Copyright Act 1968 (Cth), all other rights are reserved and no location information, or part of the location information, may be reproduced, distributed, commercialised or re-used for any other purpose without the prior written permission of Landgate.
  - (c) The location information that the Value Added Product is derived from is provided by Landgate in good faith on an "as is" basis and while Landgate has made every effort to ensure the accuracy, reliability, completeness and suitability of the location information, Landgate: (a) does not give any guarantee or take any responsibility or accept any liability (including liability in negligence) arising from or connected to any errors or omissions in the location information; and (b) accepts no responsibility and disclaims all liability for any losses, damages or costs as a result of your use or reliance on the location information;
  - (d) Reliance on the location information may only be placed on the original source documents such as the certificate of title and survey plan available from Landgate.
  - (e) You and your Users must exercise your own skill and care with respect to the use of the location information, and before relying on the location information, You and your Users must carefully consider its relevance to its purpose and obtain any professional advice appropriate to its particular circumstances;
  - (f) Areas and dimensions shown in the location information and Value Added Products may be approximate values only and You and your Users must refer to official registered documents, survey plans, diagrams etc. available from Landgate for accurate area, dimensions and other information; and
  - (g) The location information that the Value Added Product is derived from may be subject to Privacy Legislation and contractual restriction on its publication and Landgate takes no responsibility for any breach of Privacy Legislation by any person in relation to the location information.
- 11.8.4 You consent, and must procure that your Users consent, to your respective information being collected and provided to Landgate for audit and inspection purposes.

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

Glossary

# 12. Third Party Content Attribution Statements

11.1.3 The following are the attribution statements for Third Party Content referred to in clause 1.9.6 of the General Conditions.

<b>AAP</b>	AAP content is owned by or licensed to Australian Associated Press Limited and is copyright protected. AAP content is published on an “as is” basis for personal use only and must not be copied, republished, rewritten, resold or redistributed, whether by caching, framing or similar means, without AAP’s prior written permission. AAP and its licensors are not liable for any loss, through negligence or otherwise, resulting from errors or omissions in or reliance on AAP content. The globe symbol and “AAP” are registered trade-marks.
<b>ASX</b>	© 2024 ASX. All rights reserved. The ASX Group’s activities span primary and secondary market services, including capital formation and hedging, trading and price discovery (Australian Securities Exchange) central counter party risk transfer (ASX Clearing Corporation); and securities settlement for both the equities and fixed income markets (ASX Settlement Corporation). For additional information on other ASX Services please visit the <a href="#">ASX website</a> .
<b>Google Maps</b>	Our Products may include Google Maps features. Your use of these features is subject to the versions of the following documents that are current as at the date of your usage: <ul style="list-style-type: none"> <li>• Google Maps Additional Terms of Service at <a href="https://maps.google.com/help/terms_maps.html">https://maps.google.com/help/terms_maps.html</a>; and</li> <li>• the Google Privacy Policy at <a href="https://www.google.com/policies/privacy/">https://www.google.com/policies/privacy/</a>.</li> </ul>
<b>Nine Group</b>	Domain’s Corporate Group includes Nine Entertainment Co. Holdings Limited (ACN 122 203 892) ( <b>Nine</b> ).  Nine and its Related Bodies Corporate ( <b>Nine Group</b> ) comprise Australia’s largest locally owned media company with investments spanning commercial free to air television, broadcast video on demand, streaming services, local print publications, an Australian radio network, real estate listings, car advice and listings, various digital services and digital news, lifestyle and entertainment properties, various lifestyle events and a range of products and brands across publishing, advertising and consumer marketing.  Content published on our Websites includes material syndicated from the Nine Group. Such content is subject to the Nine Group terms of use, available at <a href="https://login.nine.com.au/terms">https://login.nine.com.au/terms</a> .

1 General Terms

2 Listings

3 Domain Listings

4 Commercial Real Estate

5 Allhomes

6 Advertising

7 RealTime Agent

8 LeadScope

9 Realbase

10 Pricefinder

11 Property Insights Attribution Statements

12 Third Party Content Attribution Statements

# Domain Group

**For more information, contact:**

**Domain Legal**

[legal@domain.com.au](mailto:legal@domain.com.au)