

Terms and Conditions

REA Group LIMITED (ABN 54 068 349 066)

"STARTER SITE" WEBSITE DESIGN SERVICES TERMS AND CONDITIONS STARTER SITE SUBSCRIPTION CONTRACT ("THE CONTRACT") TERMS AND CONDITIONS

1. DEFINITIONS & INTERPRETATION

- 1.1 "We", "Our", "Us" refers to REA Group Limited ABN 54 068 349 066 and its subsidiaries, employees, officers, agents and affiliates.
- 1.2 "Our website" refers to <http://www.realestate.com.au>.
- 1.3 "You", "Your" or "the Client" refers to you as the owner and/or operator of a website to which our the Service (the "the Service") is applied.
- 1.4 "Your website" refers to any website owned and/or operated by you to which the Service is applied.
- 1.5 "The Service" may be applied to a new or existing website and may include any of the following or a combination thereof:
- a) supply of a product interface known as "StarterSite" which displays your property on your own website for property advertisement using information which you have already uploaded to realestate.com.au as a subscriber
 - b) preparation of basic templates for web pages;
 - c) hosting or facilitating the hosting of a website;
 - d) servers; or
 - e) recording and reporting on hits, page impressions and unique visitors to a website hosted by us.
- 1.6 The following are the standard terms and conditions ("Terms & Conditions") that apply to our provision of the Service. The most current version of these Terms & Conditions regarding the Service appear on our website at www.realestate.com.au/terms. The Terms & Conditions as amended and appearing on our website will apply to the Contract in their amended form and irrespective of the date the Contract was entered into.
- 1.7 Your signing and returning the Contract to us will constitute your acceptance of the these Terms & Conditions. You should take the time to read through the Terms & Conditions appearing on our website, which may change from time to time. You shall be provided with at least seven (7) days' notice in writing of any increases to fees charged in our provision of the Service.

2. YOUR OBLIGATIONS

- 2.1 You must:
- a) ensure that you do not make, arrange or authorise the insertion of any reference to us or our website in any document (including promotional or merchandising material) or on any website other than our website without our prior written consent;
 - b) promptly execute any document, make any arrangement or do anything that is reasonably requested by us in order to facilitate our provision of the the Service, including but not limited to any necessary authorisation, permission or security passwords concerning access to codes, programs or other information in relation to your website held by any other party (eg. a third party internet service provider that hosts your website) and any edits to text to be included on your website;
 - c) abide by the applicable Codes of Practice (incorporating privacy and advertising codes) issued by the Internet Industry Association (to be found at www.iiia.net.au), the Real Estate Institute of Australia or the Real Estate Institutes in your state or territory (eg. REINSW).
- 2.2 You represent and warrant that you are authorised to make available the material submitted by you and that you are acting under authority of the proprietors of any related real estate property.
- 2.3 You acknowledge that:
- a) you have read and agree to be bound by the terms of all legal notices posted on the Site including Privacy Policy, Disclaimer and Copyright notices;
 - b) any intellectual property rights including copyright in the website created through using the "Yoursite" interface and in the "Yoursite" interface will remain with us (except for the material you upload onto the website);
 - c) we are not under any obligation to monitor or censor the material submitted by you but we reserve the right to do so;
 - d) we are not responsible for the content of any website we design on your behalf or for any errors or omissions in any data provided by or on behalf of you;
 - e) any legal notices, privacy statements and other documents prepared for your benefit are drafts for your consideration and you are responsible to ensure that those documents reflect your business practices;
 - f) systems or technological failure may impede or prevent provision of the the Service;
 - g) you are responsible for and must pay the cost of all telecommunications and Internet access charges incurred when hosting or accessing any website designed by us on your behalf, whether or not such access has been arranged by us;
 - h) if you have not arranged for your website to be hosted, we shall deliver completed websites we have designed by way of an appropriate data storage medium;
 - i) these Terms and Conditions are in addition to, and do not derogate from the "Realestate.com.au, SPE and Property Seeker Terms and Conditions" to which you are already subject as a paid subscriber of realestate.com.au.

3. INITIAL TERM, VARIATION, SUSPENSION OR TERMINATION OF PROVISION OF DESIGN SERVICES

- 3.1 Unless otherwise stated in the Contract, the Contract shall have an Initial Term of six (6) months from the date of the Contract. Following the expiry of the Initial Term or any renewal period, the Contract shall continue on a month-to-month basis under the same Terms and Conditions, but at our standard StarterSite rates (available upon request) and in accordance with the standard realestate.com.au payment terms unless:

a) you provide us with thirty (30) days' clear written notice of your intention not to continue the Contract; or

b) this Contract has automatically terminated at an earlier time because your subscription to realestate.com.au has expired or been terminated.

3.2 We may terminate the Contract at any time for any reason provided that seven (7) clear days' written notice has been provided to you. Should you continue to use the Service following termination of the Contract, you shall remain liable for any and all costs incurred by you.

Without limiting our other rights, we may immediately suspend or temporarily remove details of any property uploaded by you to our web site or terminate the Contract if:

a) you fail to pay any fees or charges due to us by the due date;

b) you breach any part of the Contract and fail to rectify that breach within seven (7) days of our giving notice requiring rectification;

c) any material supplied by you is false or misleading;

d) you enter into bankruptcy, liquidation, administration, receivership, a composition of arrangement with your creditors, or appoint a receiver or manager over all or any part of your assets or become or are deemed to become insolvent; or

e) you die, or if you are in a partnership, are dissolved or an application to dissolve is filed, or if you are a company, are wound up or an application for winding up is filed.

3.3 You must pay all outstanding amounts to us within seven (7) days of termination of the Contract.

3.4 You acknowledge and agree that termination of the Contract pursuant to this clause does not relieve you of your obligations and liabilities pursuant to the Contract and we reserve our right to enforce such obligations and liabilities in any event.

4.1 You will pay all taxes, duties and other government charges payable in connection with the Contract whether applying as at the date of the Contract or in the future including without limitation goods and services tax (GST), other value added tax, sales tax, stamp duty and turnover tax, but excluding taxes, duties and government charges based on our income.

5. LIMITATION OF LIABILITY AND INDEMNITY

5.1 To the extent allowable under the Trade Practices Act 1974 (Cth) or any other applicable law, we:

a) exclude all conditions and warranties implied into the Contract;

b) exclude consequential, special or indirect loss or damage (included but not limited to loss of opportunity, loss of revenue and loss of profits);

c) limit our liability for breach of any condition or warranty that we cannot

d) exclude to the greater of (at our option):

i. resupplying the the Service; or

ii. paying the cost of having the the Service resupplied; and

e) limit our liability in respect of any other claim in connection with the Contract whether the claim is based in contract, tort (including negligence) or statute to the amount paid to us by you under the Contract.

5.2 We will not be liable under the Contract to the extent that liability is caused by:

a) any breach of your obligations under the Contract; or

b) any delay in performance or breach of the Contract which arises as a result of any matter beyond our control including but not limited to viruses, other defects or failure of the server hosting our website or any website we design on your behalf.

5.3 You indemnify REA Group Limited and its officers, employees and agents ("those indemnified") against any direct or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and own client basis) incurred or suffered by any of those indemnified as a result of any claim or proceedings brought by a third party against those indemnified in connection with any material generated and submitted by you in connection with the the Service.

6. GENERAL

6.1 No delay or failure by us to enforce any provision of the Contract will be deemed a waiver or create a precedent or will prejudice our rights.

6.2 A notice must be sent by e-mail, prepaid post or facsimile to your or our last known address.

6.3 You must not assign the Contract or the rights to use the Service without our written consent, which may be withheld in our sole discretion

6.4 Subject only to Clause 2.3(i), these Terms & Conditions and the StarterSite Subscription Contract comprise the entire Contract and supersede all prior understandings, agreements or representations between the parties that concern provision of the the Service.

6.5 The laws of Victoria govern the Contract. You submit to the non-exclusive jurisdiction of the Victorian Courts.

6.6 If any term of the Contract is or may become for any reason invalid or unenforceable at law, the validity and enforceability of the remainder will not be affected.