realestate.com.au PTY LTD
(ABN 21 080 195 535)

AGENT UPLOAD SERVICE LEVEL AGREEMENT

BACKGROUND:

A. The subscriber ("you") is a user of the on-line listing service provided by realestate.com.au Pty Ltd trading as realestate.com.au ("REA") and has need for send electronic data to REA on a regular basis.

B. REA has developed the Agent Property Interface ("API") as a communication tool between your computer system, REA and the web sites powered by REA, to allow more efficient management of your property data being sent to REA than the regular Agent Admin System.

C. The Agent Upload Service ("the Service") allows subscribers of REA's listing service to upload property data using the Agent Property Interface either directly from your computer system to REA or via a third party's computer system.

D. Where enabled by REA, the Service also allows subscribers to order and book Enhanced Advertising Services such as Feature Property, eBrochure and Vendor Reports.

E. REA has agreed to provide you with the Service on the terms and conditions of this Agreement.

AGREEMENT:

1.   REA INTERCONNECT

(a)   In order to use the Service, you must make the necessary arrangements to send data to REA through an **REA Interconnect**.

(b)   An **REA Interconnect** can be established with your IT department or with a third party provider (known as a **Multi-Loader**).

2.   MULTI-LOADERS

(a)   If you choose to use the Service through a **Multi-Loader**, the **Multi-Loader** will be considered your **Technical Contact** for the purposes of this Agreement and in relation to any technical problems that may arise in the course of providing the Service.

(b)   A **Multi-Loader** is **REA-Certified** if it has entered into an **ISLA** with REA in relation to the Service.

(c)   REA will only accept data from a **REA-Certified Multi-Loader**.

3.   ENHANCED ADVERTISING SERVICES

(a)   If you wish to use the **Enhanced Advertising Services**, you must request that REA enable these features, which REA may do at its absolute discretion. You acknowledge that REA may withdraw or disable the availability of the **Enhanced Advertising Services** to you at any time.

(b)   You acknowledge that some of the **Enhanced Advertising Services** may be limited in availability, and may not be available to you at the time that you wish to purchase them.

(c)   You acknowledge that REA may change the **Enhanced Advertising Services** from time to time, including altering, deleting or adding to the **Enhanced Advertising Services**.

4.   FEES

(a)   The fee for the Service is set out in your Agent Upload Authorisation Form. If no fee has been specified in the form, a standard fee applies of $22.00 per month, including GST. Additional fees will apply to any **Enhanced Advertising Services** that you request, at the rates notified to you by REA (which at REA's discretion may be either a flat fee, 'pay per use', or a combination of the two).

(b)   The fees for the Service must be paid at the same time and in the same manner as your monthly subscription fees. REA may at its discretion either issue you with a combined or separate invoices for the Service and the **Enhanced Advertising Services**, and may at its discretion require payment at the same time or at different times.

(c)   The fees for the Service and the **Enhanced Advertising Services** are subject to change from time to time. Such changes will be notified to you in accordance with this Agreement.

(d)   A $110.00 setup fee, inclusive of GST, applies if you already have property data on the **REA web site** at the time you switch to using the Service or start using a new **Multi-Loader**. It is a mandatory requirement for your new **Multi-Loader** to accept the data export from REA and ensure that the first data feed that is sent by your **Multi-Loader** is the data extract that has been provided by REA.

5.   REA XML 1

5.1   Overview

(a)   The Service is designed to accept data in the **REA XML 1** file format.

(b)   You acknowledge that REA may, but is not obliged to, reject data sent pursuant to this Agreement that is not in the **REA XML 1** format.

(c)   You acknowledge that the Service may not provide access to all the features and facilities available on the web sites that would otherwise be available by using the **Administration System**.

(d)   You acknowledge that your use of the Service does not absolve you of your obligations under the terms and conditions relating to any **REA on-line listing service(s)** you have have with REA.

5.2   Set-up considerations

You acknowledge that:

(a)   by using the Service, the API will manage the publishing of all your property data on the **REA web site**;

(b)   if you already have property data on the **REA web site**, your new **Multi-Loader** will need to accept an extract of the data from REA and import it into your computer system. The first data feed to REA will be this extract - so that the REA system recognises the properties and matches them with the properties already on the **REA web site**, therefore

eliminating duplicates and avoiding problems with double billing of automatic advertising services such as Feature Properties and eBrochures. This process also ensures that all the history and visits information is retained.

(c) if you are new to REA and have property data on the **REA web site**, upon initiating the Service, your computer system or that of your **Multi-Loader**, will need to prepare a file of all properties to be published on the **REA web site** and that this file will replace all properties that you have currently listed on the **REA web site**; and

(d) you must ensure that your computer system creates a file of all properties you wish to be published on the **REA web site** in all categories, including sold properties.

5.3 Set-up procedure where an ISLA exists

If your IT department or your **Multi-Loader** already has an **ISLA** with REA, then the Service will be established by the following process:

(a) you sign this Agreement; then

(b) you notify your IT department or **Multi-Loader** of this Agreement; then

(c) the Service is made available for your use.

5.4 Set-up procedure where an ISLA does not exist

If your IT department or **Multi-Loader** does not have an **ISLA** with REA, the Service will be established by the following process:

(a) testing commences with your IT department or **Multi-Loader** after REA has provided the **REA XML 1** file specification and has received back the signed **ISLA**; then

(b) if testing is successful, the Service is made available for your use after REA has received back a signed Agent Upload Authorisation Form from you.

5.5 Exception Reporting

Property records that do not pass REA's validation process when received by REA are excluded from the update of REA's database. These exceptions are reported to you **Multi-Loader**. Your **Multi-Loader** is responsible for checking the **Exception Report** daily to ensure your data uploads successfully. You will also receive an Upload Confirmation Email which will confirm the properties added and edited and highlight errors. You need to ensure that you check these errors and address them quickly so that your property data can be processed successfully.

5.6 Changes to REA XML 1

(a) From time to time, REA may alter and update the **REA XML** file format in order to accommodate new features of the **REA web site** and your web site powered by REA.

(b) Before implementing any alteration and update to the **REA XML** file format, REA will alter and amend the API documentation so that it is compatible with the new file format and give at least 30 days notice to your Technical Contact.

(c) You acknowledge that alterations and updates to the **REA XML** file format may not always be compatible with previous versions of **REA XML** or with other **XML** file formats and that it is the responsibility of your Technical Contact (whether your IT department or your **Multi-Loader**) to ensure that you stay updated and using the latest version of **REA XML**.

(d)   You acknowledge that if you are unable to make full use of the Service due to your use of a superseded version of **REA XML** or other **XML** file format, REA will not be considered in breach of this Agreement.

6.   THE INTERCONNECT SERVICE LEVEL AGREEMENT ("ISLA")

6.1.   Party to ISLA

(a)   If you establish **REA Interconnect** directly with REA from your computer system, then you must abide by the terms of the **ISLA**.

(b)   If you establish **REA Interconnect** through a **Multi-Loader**, then your **Multi-Loader** must abide by the terms of the **ISLA**.

6.2.   Terms of the ISLA.

The terms of the **ISLA** are those set out in the attached **Schedule A**, as amended from time to time in accordance with the process in the **ISLA**, and are incorporated into this Agreement.

7.   SUPPORT

(a)   REA provides access to telephone technical support staff for the diagnosing of problems that may occur in operating the Service.

(b)   You must ensure that, where possible, any technical problems are reported by your Technical Contact. **If you establish REA Interconnect through a Multi-Loader, you must report technical problems to your Multi-Loader before making a support request to REA.**

(c)   You acknowledge that REA may require detailed and technical information from your Technical Contact in order to provide the support requested and that without that information, support from REA may be of minimal assistance.

(d)   You acknowledge that REA may assist in diagnosing but is not obliged to remedy technical faults in your computer system or that of your **Multi-Loader**.

(e)   You acknowledge that REA may charge for support if resolving an issue specific to your system and it is in breach of the XML guidelines - you may be invoiced for the support time at $165.00 per hour including GST.

8.   SUSPENSION OF THE SERVICE

(a)   You acknowledge that the terms of the **ISLA** allow REA to suspend your use of the Service in certain circumstances, including where invalid data is being received from you or your **Multi-Loader**.

(b)   If your subscription is suspended under your subscription agreement, REA may also suspend your use of the Service for the same period as the suspension of your subscription.

9.   TERM AND TERMINATION

9.1   Term and Expiry

Unless otherwise terminated in accordance with this Agreement, this Agreement continues for as long as you use the Service and applies whenever you use the Service.

9.2 Automatic termination

If your subscription agreement is terminated, this Agreement is also automatically terminated.

9.3 Termination by REA

REA may terminate this Agreement, by giving you seven (7) clear day's notice in writing, if:

(a) You breach a term of this Agreement and fail to rectify the breach within seven (7) days of being given notice in writing to rectify the breach; or

(b) Your **Multi-Loader** is in breach of the **ISLA** and fails to rectify the breach within seven (7) days of being given notice in writing to rectify the breach; or

(c) Your use of the Service has been suspended for seven (7) consecutive days or on three (3) or more separate occasions under the terms of the **ISLA**; or

(d) You die, your partnership is dissolved or an application is made to dissolve your partnership, you become insolvent or (if you are a company) an application is made to wind up the company.

9.4 Consequences of termination

You acknowledge that:

(a) You must pay all outstanding amounts due to REA under this Agreement, within seven (7) days of termination of this Agreement; and

(b) Termination of this Agreement does not relieve you of your obligations and liabilities under this Agreement and we reserve our right to enforce any of those obligations and liabilities.

10. AMENDMENT

REA reserves the right to amend the terms and conditions of this Agreement at any time. You will be provided with notice of the amendments to this Agreement and your continued use of the Service after receiving such notice will be deemed your acceptance of the amended terms and conditions.

11. LIABILITY OF REA

11.1 Limitation of liability

To the maximum extent allowable by law, REA:

(a) Excludes all conditions and warranties that might otherwise be implied into this Agreement;

(b) Will not be liable to you for any consequential, special or indirect loss or damage (including, but not limited to loss of opportunity, loss of revenue and loss of profits);

(c) Limits its liability for breach of any non-excludable condition or warranty to, at its option, the greater of resupplying the Service or paying the cost of having the Service resupplied;

(d) Limits its liability in respect of any other claim in connection with this Agreement, whether the claim is based in contract, tort (including negligence) or statute to the amount paid to us by you under this Agreement.

11.2 No liability

REA will not be liable under this Agreement to the extent that liability is caused by your breach of this Agreement or any other agreement with REA or is caused by any circumstance beyond the reasonable control of REA (including, but not limited to viruses and other defects or failure of REA computer hardware).

12. MISCELLANEOUS

(a) This Agreement is governed by the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction under Victorian law.

(b) If any part, being a word, sentence, paragraph or otherwise, of this document is, or becomes, void or unenforceable, that part should, if possible, be read down by the Court so as not to be void or unenforceable, failing which that part is, or will be, severed from this document so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

(c) Any notice given under this Agreement must be in writing and given by hand or sent by registered post, pre-paid post or other document delivery service, fax or e-mail to the address provided by the intended recipient of the notice, or its usual business address.

(d) No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

(e) You must not assign this Agreement without our prior written consent.

13. INTERPRETATION OF THIS AGREEMENT

13.1 Unless the context requires otherwise:

Administration System means the 'Agent Admin' system for uploading property data to REA's database via the **REA web site**.

Administrative Contact means the person you have nominated as your Administrative Contact on the Authorisation Form for the purposes of this Agreement.

Enhanced Advertising Services means the enhanced features offered on the **REA web site** from time to time, and which may include the features described as "Guaranteed Top Spot", "Feature Property", "eBrochure", "Agent Banner Advertising" and "Feature Agent" (these features being subject to change at REA's discretion).

Exception Report means a report made available you via the REA web site which contains details of your data sent to REA that did not pass REA's validation process.

ISLA means Interconnect Service Level Agreement.

Multi-Loader means a third party nominated by you to be responsible for the regular sending of data on your behalf to REA, in the appropriate file format, for publishing on the REA web site and on your web site powered by REA.

REA-Certified means, in relation to a customer or a Multi-Loader, a person who has entered into an Interconnect Service Level Agreement with REA.

REA Interconnect means the connection between your computer system and REA, using the Agent Property Interface, through which data in the REA database is uploaded and updated using REA XML files sent by you or your Multi-Loader to REA.

REA on-line listing service means any service provided by REA to enable a person to display or advertise properties on the Internet.

REA web site means the web site located at the domain "www.realestate.com.au".

REA XML means the current version of the unique REA-developed form of the XML file format.

REA XML 1 means version 1 of REA XML.

Schedule A means Schedule A to this Agreement.

Technical Contact means the person you nominate as the Technical Contact on the authorisation form that you submit to REA in connection with this Agreement.

13.2   The singular number includes the plural and vice versa; words importing one gender include every gender; and a reference to a person includes a corporation and vice versa.

13.3   Any reference to any of the parties by their defined terms includes that party's executors, administrators and permitted assigns or, being a company, its successors and permitted assigns.

13.4   References to statues, regulations, ordinances or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.

13.5   Any headings have been included for ease of reference and no part of this Deed is to be construed or interpreted by reference to them.