

## 1. Introduction

- 1.1. These Terms set out the terms & conditions that govern your access to & use of the Portal. The Portal is owned by Xperior, which in these Terms are together referred to as “we”, “us” or “our”.
- 1.2. These Terms are a legal agreement between you & us, & by registering to use the Portal, you agree to be bound by these Terms, so you should read these Terms carefully before registering to use the Portal.
- 1.3. Unless the context otherwise requires, all capitalised terms used herein are defined in section 16.

## 2. Registration

- 2.1. You must register to access & use the Portal & to perform certain activities when you use the Portal. You agree to provide accurate, current & complete information about yourself as requested or directed on the Portal (including meeting the minimum age requirement of 18 years to access & use the Portal), & to promptly update this information to maintain its accuracy. We have the right to suspend or terminate your registration & to refuse any & all current or future use of the Portal if we suspect that such information is inaccurate or incomplete.
- 2.2. You warrant that all information provided by you in your registration or otherwise in connection with the use of the portal is complete, current, & accurate & is not misleading, & that you will not misrepresent your identity.
- 2.3. You agree that Xperior may rely on that information unless & until it receives notice from you of any change or update to the information provided by you. Any such variation will be covered by this warranty.
- 2.4. By registering to use the Portal you agree to join our database to receive our newsletters & other email communications associated with the operation of the Portal.

## 3. Security

- 3.1. You are responsible for maintaining the confidentiality of any password & username you are given or select in connection with the Portal, & you are fully responsible for all activities that occur under your password or account. You agree to immediately notify us if you become aware of any unauthorised use of your password or username or any other breach of security.

## 4. Privacy Policy

- 4.1. Please review Xperior’s privacy policy, which also governs your use of the Portal. By registering on or using the Portal, you:
  - (a) indicate that you understand & consent to the collection, use, & disclosure of your information in accordance with such privacy policy; and
  - (b) consent to us using your information to send you notifications & other information related to the Portal. You may elect to opt out of receiving such information from us via the functionality on the Portal.

## 5. Access & Use of the Portal

- 5.1. We grant you limited personal right to use the Portal subject to these Terms.
- 5.2. To use this Portal to access any Content:
  - (a) you must be currently employed by an organisation that is a tenant of the building; and
  - (b) you must work in the building as your primary place of work.
- 5.3. We are entitled, without notice & without liability, to suspend your access to the Portal for repair, maintenance, improvement or other technical reason at any time.
- 5.4. You are required to comply with:
  - (a) all applicable laws (including, without limitation export control & intellectual property laws) in connection with your access to & use of the Portal;
  - (b) any other guidelines or requirements provided through the Portal; and
  - (c) our reasonable directions regarding access to or use of the Portal. As a condition of your access & use of the Portal, you agree that you will not use the Portal for any purpose that is unlawful or inconsistent with these Terms.

5.5. You must not (or authorise any person to):

- (a) use, copy or reproduce the Portal, except as expressly authorised under these Terms;
- (b) create a derivative of, or modify, the Portal;
- (c) cause or permit reverse compilation or reverse assembly of the Portal, except as expressly provided by applicable law;
- (d) integrate or link the Portal with other software, other than through the API functions provided by us for this purpose;
- (e) disclose or publish the results of the Portal performance benchmarks without our prior written consent;
- (f) transfer or disclose the Portal to any third party;
- (g) use the Portal documentation except solely in conjunction with the licensed use of the Portal;
- (h) use the Portal to compete with us, use your knowledge of, or access to, the Portal to assist any third party to develop any software, products or services that compete with any of our software, products or services;
- (i) obscure any information displayed on the Portal, re-brand the Portal, or do anything that creates, or may create, any impression that you have any ownership, control or distribution rights in relation to the Portal;
- (j) use the Portal for any illegal or offensive purpose, or to retrieve, store, manipulate, process, transmit, display or forward any Content that is illegal or offensive;
- (k) use the Portal to (or cause or allow the Portal to), disrupt or to harm (or to attempt to disrupt or to harm) any computer systems or networks of any person or entity; or
- (l) use the Portal in such a way that you cause inappropriate load on the Portal infrastructure

5.6. By registering on or using the Portal, you consent to us using your information to send you notifications & other information related to the operation of the Portal.

## **6. Transactions**

6.1. The Portal may offer features that allow you to purchase goods or services from other Users (“Transactions”), & that the contract for each Transaction will be formed directly between you (as purchaser) & those other Users (as seller). You acknowledge that Xperior has no responsibility or liability in respect of any Transaction, & that you will directly resolve, with the relevant seller, any dispute that may arise in relation to any Transaction.

## **7. User Postings on the Portal**

7.1. The Portal may offer features that allow Users to post Content & communicate with others (including other Users), which may be through the Automated Content Interface. By submitting any Content on, to, or through the Portal (including through the Automated Content Interface), you understand & agree that:

- (a) You are responsible for your Content. You must:
  - (i) use your best efforts to ensure Content is accurate & up-to-date; and
  - (ii) ensure your Content is not misleading, complies with all applicable laws, regulations & codes of conduct & does not infringe any third party intellectual property or other rights.
- (b) Your Content must not be defamatory, offensive, vulgar, racist, obscene, abusive, threatening, harassing, discriminatory, invasive of another’s privacy or similarly inappropriate.
- (c) Your Content must not violate any applicable local, state, national, or international law.
- (d) You must have (and will retain) all rights & permissions needed to enable us to use your Content as contemplated by the Portal & these Terms.
- (e) You must not use the Portal to send Content to Users that is unrelated to the functional usage of the Portal (i.e. marketing, promotions or advertising).
- (f) It is your responsibility to immediately remove any of your Content that does not comply with this section.

- 7.2. We are not responsible for any Content posted by third parties or other Users on the Portal & we have no obligation to monitor the Content posted (including through the Automated Content Interface). However, we may monitor or review any Content on the Portal as we choose & we reserve the right without notice or refund to suspend, alter, remove or delete your Content or to disclose to the relevant authorities any of your Content, without any liability to you. If so, you must not attempt to re-publish or re-send the relevant Content.
- 7.3. To the extent that you publish any Content through the Automated Content Interface, it is your responsibility to ensure that you comply with these Terms.
- 7.4. You use or rely on any Content provided by other Users or third parties at your own risk. We are not in any manner endorsing the Content that Users post & cannot & will not warrant its accuracy or reliability. We do not accept responsibility if your Content is misused by other Users or third parties as this is outside our reasonable control.
- 7.5. You retain ownership of any Content you publish on the Portal (other than to the extent any Content is published through the Automated Content Interface). You grant us a non-exclusive, irrevocable, fee-free licence (including the right to sublicense) to use, modify, store, duplicate & reproduce such Content for the purpose of operating the Portal, providing support services for the Portal & for all other related purposes as reasonably determined by us. You also grant each User a licence to use your Content to the extent permitted by the functionality of the Portal & these Terms.
- 7.6. We may use & disclose to third parties data relating how you use the Portal provided that we have removed any personally identifying information about you from that data, or have combined it with other data of other Users in such a way that it no longer personally identifies you.
- 7.7. You acknowledge & agree that any questions, comments, suggestions, ideas, feedback or other information about the Portal ("Submissions") which you provide us are non-confidential & shall become Xperior's sole property. Xperior shall own the Intellectual Property Rights in, & shall be entitled to the unrestricted use & dissemination of, these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **8. Data Protection, Retention & Recovery**

- 8.1. Unless otherwise expressly provided in these Terms, we are not responsible to you for unauthorised access to any of your Content or the unauthorised use of the Portal. You are responsible for the use of the Portal by any person to whom you have given access to the Portal, & any person who gains access to your Content or the Portal as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.
- 8.2. Your Content will only be available to you during the period that you continue to be a registered user of the Portal using the functionality provided on the Portal for this purpose. Except to the extent otherwise required by law, you acknowledge we have no obligation to provide your Content to you after your right to use the Portal ceases. We will be entitled to retain one copy of your Content for our verification records to ensure compliance with these Terms, applicable laws, & for our own quality assurance, record keeping & audit purposes.

## **9. Our Content**

- 9.1. Any Content which we or other Users make available on the Portal is intended for general guidance. We cannot guarantee that the Content is accurate & up-to-date. We do not accept any responsibility for such Content. Before acting on any Content, you must make your own appropriate & careful enquiries, including as to its accuracy & suitability for your purposes. You rely on the Content at your own risk.
- 9.2. All trademarks, logos, content (including the Portal's structure & layout), graphics, images, photographs, animation, videos, text & software used on the Portal (whether or not through the Automated Content Interface) is Xperior's Intellectual Property or that of our partners. You may only access & use such material in accordance with the terms of these Terms.
- 9.3. You warrant that Xperior's use of any Content provided by you (including any Content published through the Automated Content Interface) will not infringe on the Intellectual Property Rights of another party.

## **10. Suspension or Termination**

10.1. Should we suspect that:

- (a) your usage of the Portal poses a reasonable threat to the Portal, to us or to other Users; or

(b) you are in breach of these Terms,

then we may suspend your right to use the Portal without notice or liability until such time as the threat is determined to be removed or the breach is rectified.

10.2. We may at any time without cause immediately terminate these Terms including your right to use the Portal.

10.3. Following termination of these Terms, your registration for & right to use the Portal will immediately cease. Accrued rights & liabilities are unaffected. All clauses in these Terms which are stated or intended to continue after cancellation will continue to apply. You must not attempt to re-register for or continue to use the Portal if we have given you notice of termination.

## 11. Disclaimer

11.1. You acknowledge that we are not required to provide you with any documentation or services of any kind with respect to the Portal (including for example software support services, training services or telephone assistance), except as expressly set out in these Terms.

11.2. We do not make any representations regarding, nor do we endorse the accuracy, completeness, timeliness, or reliability of any advice, service, opinion, statement, or other material or database displayed, uploaded, or distributed on or through the Portal or available through links on the Portal. We reserve the right to correct any errors or omissions on the Portal. Inclusion of any linked website on the Portal does not imply approval or endorsement of the linked website by us. When you access these third-party sites, you do so at your own risk.

11.3. Under no circumstances will we be responsible or liable for any loss or damage resulting from your use of the Portal or the Automated Content Interface (inclusive always of the services comprised in or provided through the Portal), the Transactions, the Content made available through the Portal (including by Users), or from the conduct of any Users of the Portal, whether online or offline. The Portal is made available to you "as is" & "as available", without warranty of any kind (except for any warranties implied by law that cannot be excluded). We do not warrant that the Portal, or Content made available through the Portal (whether or not through the Automated Content Interface), will be uninterrupted, secure, error-free, correct or available in a timely manner. In particular, we expressly disclaim all warranties of fitness for a particular purpose, accuracy, completeness or non-infringement. We cannot guarantee & we do not promise any specific results from use of the Portal. Nothing in these Terms will be construed as excluding liability where precluded by law.

11.4. You acknowledge that our liability in relation to any warranty or condition implied into these Terms by law which cannot be excluded, is limited to one or more of the following at our option:

(a) in the case of goods, the replacement or repair of the goods or payment of the cost of having the goods replaced; or

(b) in the case of services, the supply of the services again or payment of the cost of having the services supplied again.

11.5. Although we intend to take reasonable steps to prevent the introduction of viruses, worms, "Trojan horses," or other destructive materials to the Portal, we do not guarantee or warrant that the Portal, the Content or materials that may be downloaded through the Portal do not contain such destructive features. We are not liable for any damages or harm attributable to such features. If you rely on the Portal or any Content made available through the Portal, you do so solely at your own risk.

11.6. You will indemnify us against all loss, cost, damage or expense (including our legal costs & associated costs of investigations & enforcement) directly or indirectly related to your use of the Portal or breach of these Terms.

11.7. Without limiting this section 11, Xperior will not be liable to you for any liability or claim of any kind arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise):

(a) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated profits, revenue, savings, production, business, opportunity, access to markets, goodwill, reputation, publicity, or use) or any remote, abnormal or unforeseeable loss or any similar loss whether nor not in the reasonable contemplation of the parties; and

(b) resulting from:

- (i) the use or inability to use the Portal;
- (ii) unauthorised access or alterations of transmissions to or from the Portal;
- (iii) activities resulting from the loss or misuse of your user ID, password or other access mechanism;
- (iv) statements, Contents or conduct of any third party or other User; or
- (v) any other matter relating to the Portal.

## 12. **Force Majeure**

12.1. Neither you nor we are liable for failure to perform or delay in performing any obligation (excluding payment) under these Terms if the failure or delay is caused by any circumstances beyond your or our reasonable control including third party telecommunication failures. If any such failure or delay continues for a period of 14 days, Xperior may terminate these Terms.

## 13. **Transfer**

13.1. We may transfer, assign or sub-contract all or part of our rights or duties under these Terms. As these Terms are personal to you, you may not transfer or assign any of your rights or duties under it without our prior written consent.

## 14. **Changes to these Terms**

14.1. We reserve the right to change these Terms or to modify any features of the Portal at any time. The current version of the Terms will always be posted on this website. By registering on or continuing to use the Portal after the posting of such changes, you agree to be bound by the changes.

## 15. **General**

15.1. The laws of Victoria, Australia will govern these Terms & your use of the Portal. Any dispute relating to the interpretation or enforcement of these Terms, or the Portal or the Transactions, will be resolved in the courts of Victoria & in any applicable courts of appeal. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, & the remaining provisions of these Terms will remain in full force & effect.

15.2. These Terms represent the entire agreement between you & us relating to the Portal & the Transactions. It supersedes & replaces any prior agreements, representations & understandings relating to the Portal & the Transactions. Any delay or failure by us, or our partners, to enforce any right or obligation under these Terms shall not constitute a waiver of any such right or obligation. Any liability of us under these Terms in each case is several & not joint & several.

## 16. **Definitions**

**“Automated Content Interface”** means a function of the Portal which may utilise a suite of APIs to automatically integrate any Content into the Portal.

**“Content”** means all information of whatever kind (including blogs, articles, comments, photos, logos, videos, audio, images, advertisements etc.) published, stored or sent on or in connection with the Portal.

**“Xperior”** means Xperior Group Pty Ltd (ACN 160 608 195).

**“Intellectual Property”** means any confidential information, copyright, trademarks, service marks, designs, patents, business names, domain names, inventions, trade secrets or other results of intellectual activity in any industrial, commercial, scientific, literary or artistic fields, & includes the Automated Content Interface.

**“Intellectual Property Rights”** means any present or future rights conferred by statute, common law or equity in any part of the world in relation to any Intellectual Property.

**“Portal”** means the fully integrated tenant services portal operated by Xperior.

**“Terms”** means the terms & conditions set out in this document.

**“User”** means any person who access or uses the Portal.