

Aussie Divorce

Real Estate Agents Membership Terms and Conditions Aussiedivorce.com.au Pty Limited ACN 106 459 527

Background

- A. **Aussie Divorce** is the owner of the **Aussie Divorce** website being www.aussiedivorce.com.au (Website) and the **Aussie Divorce** business method, know-how and intellectual property as detailed in **Aussie Divorce s** promotional material and the Website (Aussie Divorce Business).
- B. The real estate Agent is a licence real estate Agent holder
- C. The real estate Agent will subscribe to the Website and the **Aussie Divorce** Real Estate Agent selection panel and accept their appointment on the terms and conditions set out in this agreement Operative provisions.

- **1 Aussie Divorce IP**

aussiedivorce.com.au Pty Ltd is the owner of the Website. All information and material on the Website and on all other material produced by Aussie Divorce is copyright to Aussie Divorce and The Agent must not modify, change, amend, re-draw, reproduce or distribute the contents of the Website except permitted by Aussie Divorce.

- **2 Subscription to Website and Membership**

- 2.1 The Agent agrees to subscribe to the Website for the Term, as set out in Schedule One, on the terms and conditions of this agreement. Aussie Divorce agrees to accept the Agent subscription for the Term in consideration of the Fee which is payable in accordance with the Schedule One.
- 2.2 The number of members appointed by aussiedivorce.com.au in any State is at the absolute discretion of Aussie Divorce.
- 2.3 It is a condition of subscription to the Website that the Agent is a is a license Real Estate Agent or a registered salesperson.
- 2.4 The Agent acknowledges that The Agent is not granted any exclusivity under this agreement.
- 2.5 The Agent will not undertake any advertising in any media or prepare any written advertising or promotional material which includes the name Aussie Divorce without Aussie Divorce s consent which consent will not be unreasonably withheld.
- 2.6 The membership of the Agent is specific to the location of its office. If the Agent has more than one office, each office will need to have a separate membership to the Website.

- **3 Website**

- 3.1 Subject to the terms and conditions contained in this agreement, Aussie Divorce will make available on the Website a link to a webpage containing information about the Agent (the agent s profile Webpage) and otherwise make available the agent services to prospective clients via the Website on the basis outlined on the Website.
- 3.2 The Agent acknowledges that:
 - (a) Notwithstanding anything in this agreement, Aussie Divorce reserves the right to refuse or withdraw for publication The Agent s Webpage. Aussie Divorce reserves the right to vary the format of The agent s profile Webpage.
- 3.3 The Agent warrants that Agency Webpage does not breach:
 - (a) Competition and Consumer Act 2010;
 - (b) any proprietary right, copyright, trademark or confidentiality of any other person.
- 3.4 The Agent warrants that Agency Webpage complies with all relevant laws, regulations and codes of conduct.
- 3.5 Agency Webpage must not contain any material that:
 - (a) may imply that Aussie Divorce endorses or is in any way related to The Law Firm;
 - (b) is critical of Aussie Divorce and the services offered by it;
 - (c) is illegal, offensive, distasteful or defamatory.
 - (d) is false or misleading.
- 3.6 The Agent warrants that if the Agent profile page contains the name or image of any living person, The Agent has obtained the consent of that person in relation to such representation.
- 3.7 The Agent agrees that:
 - (a) Aussie Divorce cannot ensure the security or privacy of any information stored on the Website due to technical limitations;
 - (b) To the extent permitted by law, The Agent releases Aussie Divorce from any liability in connection with clause

- **4 Fees and Expenses**

- 4.1 The Agent must pay the Fee during the Term set out in the Schedule One (Fee) to Aussie Divorce in the manner set out in the Schedule One.
- 4.2 Aussie Divorce may at its option, suspend or terminate this agreement without incurring any liability or remove the Agents profile page from the Website and exercise any other rights at law if:
 - (a) The Agent fails to pay the Fee;
 - (b) if The Agent is made insolvent or bankrupt;
 - (c) a receiver or liquidator is appointed for The Law Firm;
 - (d) The Agent fails to comply with any of the terms and conditions of this agreement;
 - (e) The Agent no longer practicing as a Real Estate Agent
 - (f) Aussie Divorce forms the opinion in its absolute discretion that the Agent is not performing a level of service to clients referred to the Agent from Aussie Divorce (based inter alia upon the online feedback from clients on the Website) that is acceptable to Aussie Divorce.
- 4.3 The Agent may terminate this agreement by:
 - (a) giving 21 days notice in writing; or
 - (b) not paying the Fee
- 4.4 Aussie Divorce does not accept any liability for loss or damages (including indirect, special, economic or consequential loss or damage, loss of profits, loss of revenue or loss of business opportunity) incurred by The Agent or any other person as a result of reliance upon the Website or any other information expressly or impliedly incorporated in the Website. This limitation of liability shall apply regardless of the cause of such liability or whether Aussie Divorce could or should have been aware of the likelihood of such loss or damage.
- 4.5 The Website is provided by Aussie Divorce on the basis that The Agent shall be responsible of establishing that its contents are accurate and The Agent relies upon its own enquiries and enters into this agreement entirely at its own risk.
- 4.6 To the extent permitted by law:
 - (a) the contents of the Website are provided to The Agent without any warranties, express or implied;
 - (b) Aussie Divorce does not warrant or make any representations regarding the functions contained in the Website, access to the Website or results of access to the Website or the contents of the Website in terms of accuracy, reliability or performance;
 - (c) Aussie Divorce is not responsible for the opinions, statements or any defamatory or otherwise offensive conduct of persons accessing the Website.
- 4.7 To the extent permitted by law, Aussie Divorce s liability for breach of any express or implied warranty or condition which cannot be excluded shall be limited to the refund by Aussie Divorce to The Agent of the Fee paid by The Agent to Aussie Divorce for a maximum period of 3 months.
- 4.8 The Agent indemnifies Aussie Divorce against all costs expenses, losses, damages and liability suffered or incurred by Aussie Divorce arising from Agency breach of the terms and conditions contained in this agreement. General
- 4.9 Each party must:
 - (a) do or cause to be done all acts and things necessary or desirable to give effect to the provisions of this agreement; and
 - (b) refrain from doing all acts and things that could hinder performance by any party of the provisions of this agreement.
- 4.10 This agreement:
 - (a) excludes all conditions, warranties and terms implied by custom general law or statute (except ones that by law may not be excluded);
 - (b) is the entire agreement between the parties;
 - (c) supersedes any prior understanding or agreement between the parties or condition, warranty, indemnity or representation imposed, given or made by a party.
- 4.11 This agreement may only be varied, supplemented or replaced by a document in writing executed by each of the parties. 4.12 This agreement shall be governed by and construed in accordance with the laws of the State of New South Wales and the parties hereby submit to the exclusive jurisdiction of New South Wales courts or any courts which have jurisdiction to hear appeals from any of those courts. 4.13 The parties agree:
 - (a) to apply a construction of each provision of this agreement that creates a legal and enforceable provision;
 - (b) that any illegal or unenforceable provisions will be severed from this agreement and will not effect the continued operation of the remaining provisions;
 - (c) to use their best endeavours to replace any severed provision having a commercial import as close as possible to the severed provision.
- 4.14 Failure of any party at any time to insist on the performance of any provision of this agreement is not a waiver of that party s rights to insist on the performance of that or any other provision of this agreement. 4.15 A notice or other communication required or permitted to be given by a party to another shall be in writing and:
 - (a) sent by email transmission;
- 4.16 The parties acknowledge that they are independent entities and no relationship of partnership, agency or employment is expressly intended or to be implied into this agreement.

SCHEDULE ONE

- **Term** This agreement is for an initial term of twelve (12) months commencing on the Start Date and will continue for further terms of twelve (12) months upon the Agent renewing the agreement by paying the Fee at the commencement of each twelve (12) month period.
- **Start Date** On the date of acceptance of the Terms and Conditions contained in this Deed as downloaded from the Website and thereafter, upon renewal, at the end of each twelve (12) month period
- **Fee** The Agent must pay to Aussie Divorce the sum of \$49 in respect of the initial 1 year (twelve (12) month) period during the term of this agreement and \$99 for the following year. The Fee does include GST. Aussie Divorce will provide The Agent with a Tax invoice upon a request.
- **Payment of Fee** The Fee is payable yearly in advance on the first business day in twelve (12) month period starting on the Start Date and the first payment of the fee is due on the Start Date and thereafter on the first day of each subsequent twelve (12) month period during the term of this agreement.
- **Review of Fee** The Fee may be increased at any time at Aussie Divorce s discretion by prior written notice of not less than 28 days duration served on The Agent at any time.
- **Exclusions Sydney Eastern Suburbs**