

1. Scope and application

1. These terms and conditions (“End User Licence Agreement” or “EULA”) govern the supply of Console Tenant (“App”) to you by Console Australia Pty Ltd ACN 011 056 796 (“we”, “us” or “our”) and your use of the App.
2. By clicking “Accept & Continue” you agree to comply with and to be bound by the terms and conditions set out in this EULA.
3. You acknowledge and agree that you must not and will not be able to use the App unless you have read and accepted this EULA.

2. Licence

Subject to your accepting and complying with this EULA, we grant you a non-exclusive, revocable, limited licence to install and use the App on your mobile device.

3. Eligibility

To be able to use the App:

1. you must have a compatible mobile device with a compatible operating system. We can provide you with device and operating system compatibility requirement on request;
2. your compatible device must be connected to a Wi-Fi broadband connection or have adequate access to the internet (minimum 3G or 4G); and
3. if you a property manager or real estate agent, you must have a valid Console Cloud account, or any other account notified by us to you from time to time.

4. Acknowledgements

You acknowledge and agree that, to the extent permitted by applicable law and subject to clause 12(a):

1. we make no warranty that the App will be free from defects, errors or faults, or that it is fit for any particular purpose;
2. there may be delays or failures in respect of any electronic notifications or communications (including emails, SMS, push notifications and other forms of electronic communication) sent through the use of the App. We are not liable to you for any loss or damage you suffer as a result of any delays in the sending of any electronic communications or a failure to terminate any electronic communications;
3. your use of any third party product, content or service as part of or in connection with the App may be subject to separate terms and

conditions, whether imposed by us or by the relevant third party. You must comply with such third party terms and conditions;

4. the App may not be available from time to time, and we make no representation or warranty in relation to the availability of the App; and
5. the App may not be fully compatible with your mobile device or your operating system.

5. User Credentials

1. You will be entitled to have a single login and password (which may change from time to time) to access and use the App (“User Credentials”).
2. You must:
 1. not allow your User Credentials to be used by any third party;
 2. ensure that your User Credentials are kept secure and confidential, and take all steps necessary to ensure that User Credentials are not disclosed, provided or made available to, or otherwise accessed by, any third party; and
 3. notify us immediately after you become aware that your User Credentials have been disclosed, provided or made available to, or otherwise accessed by, any third party.

6. Obligations

You must:

1. act reasonably, follow our directions, cooperate with us and provide any assistance reasonably necessary in connection with the App and this EULA;
2. provide us with information or data that we request from you through the App from time to time;
3. where required, allow us to access your mobile device for the purpose of accessing your list of contacts, location and other information about you or your mobile device;
4. use the App in accordance with all applicable laws, including the Privacy Act 1988 (Cth) and the Australian Privacy Principles; and
5. make all required disclosures and obtain all required consents in relation to any personal information (as defined in the Privacy Act 1988 (Cth)) you provide or make available to us through or in connection with the App, so that we are able to lawfully use and disclose such personal information for the purpose of operating the App and otherwise as set out in our privacy policy.

7. Third party information and services

1. The App may allow you to interact with third parties and to access, provide or receive information or services provided by or to specific third parties.
2. You acknowledge and agree that:

1. the data, information or other content that you upload or input into or through the App (“Data”) may be provided or made available to such third parties;
2. any information or service provided or made available to you by such third parties is made available or provided to you by the relevant third party, not by us;
3. the supply of any third party service to you, or of any service by you to any third party, is governed by a separate agreement between you and the relevant third party (and we are not a party to such separate agreement);
4. the App is a tool that allows you to interact with specific third parties. We may but are not required to review or control any information provided by third parties or the behaviour of such third parties within the App; and
5. subject to clause 12(a), we are not liable to you for any loss or damage you suffer in connection with such third party information or services, including where:
 1. any third party information is false or misleading or if any third party service is not performed as expected or agreed between you and the relevant third party; or
 2. any third party fails to perform their obligations under your separate agreement with them as contemplated in clause 7(b)(iii).

8. Restrictions

1. You must not:
 1. resupply, resell, sublicense or otherwise allow any other person to access or use the App; or
 2. decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of the App, including any source code, object code, algorithms, methods or techniques used or embodied therein.
2. You must not use the App or permit the App to be used by any other person:
 1. to engage in any fraudulent or unlawful behaviour, or to defame, menace or harass any third party;
 2. to gain unauthorised access to or interfere with any online resources or systems of any third party, including by any form of hacking;
 3. to distribute unsolicited electronic messages or communications (including emails) to third parties, including bulk unsolicited emails;
 4. in any manner that is likely result in our systems, or that of any other person, being affected by any virus, worm, Trojan or similar computer program;

5. in a way that infringes the Intellectual Property Rights or any other rights of any person;
 6. in a way that disrupts, misuses or excessively uses our hardware, bandwidth access, storage space or other resources, or that of our other customers;
 7. use any data mine, scrape, crawl, email harvest or any other process that send automated queries;
 8. for the purposes of accessing, storing, distributing or otherwise transmitting any material or content that:
 1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 2. promotes unlawful violence;
 3. depicts sexually explicit images; or
 4. is discriminatory or promotes discrimination based on race, gender, colour, religious belief, sexual orientation, disability; or
 9. in any other manner that is otherwise unacceptable to us.
3. We reserve the right to:
1. remove from the App any of your materials or content that we consider to be inappropriate or otherwise in breach of clause 8(b); and/or
 2. disclose or provide your materials or content to the relevant authorities if any activity on the App using your User Credentials indicates signs of fraud, abuse or unlawful or dangerous activities.

9. Intellectual Property

1. We (or our licensors, as applicable) own all Intellectual Property Rights in the App and any material, data or content that you access or use through the App (other than Your IP) (“Background IP”). All modifications and enhancements to the Background IP are also to be treated as Background IP. If you modify or enhance the Background IP in any way, you assign to the owner of such Background IP all Intellectual Property Rights in those modifications or enhancements immediately from creation.
2. You grant us a non-exclusive, irrevocable, sub-licensable global licence to store, reproduce, use, modify, disclose and otherwise exploit your Data.
3. You retain all Intellectual Property Right in your Data and any material you provide to us through or in connection with the App (“Your IP”).

10. Changes to this EULA

1. We may change the terms and conditions of this EULA at any time. We will notify you of any material changes to this EULA via your mobile device or the App itself.

2. In the event that we make any changes to this EULA, you are not required to accept these changes if you do not agree with them, but you will not be able to and must not use the App unless you have accepted the amended EULA.

11. Changes to the App

1. We may upgrade, update or otherwise make changes to the App (including to ensure that it is compatible with any relevant new version of a mobile device operating system) from time to time. We will notify you of any material changes to the App via your mobile device, the App itself or by requiring you to download a new version of the App.
2. In the event that we make any changes to the App, you may not be able to use the App unless you accept such changes or download the new version of the App.

12. Liability

1. If we are liable to you in any way in relation to this EULA or the App (including for any claim that we have failed to comply with any guarantee for which liability cannot be excluded but may be limited under the Competition and Consumer Act 2010 (Cth) or any other legislation), our liability to you is limited to:
 1. replacing and resupplying the App to you or paying the cost of having the App replaced and resupplied to you (at our election); or
 2. resupplying the relevant service within the App to you or paying the cost of having that service supplied to you again (at our election),

as applicable.

2. Subject to clause 12(a), we are not liable for any Consequential Loss however caused (including by our negligence), that you suffer or incur in connection with this EULA or the App.

13. Indemnity

You indemnify us against any loss (including reasonable legal costs) or damage we suffer or incur in connection with:

1. your breach of clause 5(b), 6(d), 6(e) or 8; or
2. any claim against us by a third party to who has agreed though the App to provide any services to you.

14. Suspension or termination

We may suspend or terminate your use of the App at any time without notice to you.

15. Taxes

1. Subject to clauses 16(b) and 16(c), you must pay all Taxes in connection with this EULA.
2. Where GST is imposed on a taxable supply made in connection with this Agreement and the recipient of that supply receives a tax invoice for that supply, the recipient must pay the GST to the supplier (without deduction or set-off) by the tax invoice due date.
3. If one party is required to indemnify or reimburse another party ("Payee") for any cost, loss or expense, the indemnity or reimbursement payable does not include any amount for which the Payee (or an entity grouped with the payee for GST purposes) is entitled to an input tax credit, but will be increased in accordance with clause 16(b) if the amount payable is consideration for a taxable supply.

16. General

If you are located, at the time you accept this EULA:

1. in Australia (or in any country other than New Zealand), the laws of Queensland Australia govern this EULA; or
2. in New Zealand, the laws of New Zealand govern this EULA,

and each party irrevocably submits to the jurisdiction of the courts of that place and courts competent to hear appeals from those courts.

17. Definitions

In this End User Licence Agreement, the terms set out below have the following meaning:

App has the meaning given to it in clause 1(a), and includes any platform or portal that you access and use through the App.

Consequential Loss means any indirect, special or consequential loss (being a loss that does not arise naturally, that is, according to the ordinary course of things, whether or not the parties were aware of the possibility of such loss), or any loss of revenues, loss of reputation, consequential loss, loss of profits, loss of bargain, loss of actual or anticipated savings, loss or corruption of data or lost opportunities (including opportunities to enter into arrangements with third parties).

Data has the meaning given to it in clause 7(b)(i).

means all industrial and intellectual property rights, both in Australia and throughout the world, and includes any copyright, moral right, patent, registered or unregistered trade mark, registered or unregistered design,

trade secret, knowhow, trade or business or company name, or right of registration of such rights.