

Property Daily Personal Subscriber / User Agreement

Property Daily is published and owned by The Spatial Group Pty Limited (ACN 099 078 001) ("The Spatial Group"). Your subscription to Property Daily and access to its published materials through its emails or website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document (known as the "Subscriber Agreement").

Your signing of this Subscriber Agreement and continued use of the Property Daily website and/or receipt of its daily email newsletters constitutes an affirmative acknowledgment and agreement by you, that you accept and agree to abide and be bound by these conditions set out below.

1 Username and Password

Once you begin trialling / subscribe to Property Daily (and if subscribing taking up the required number of website user accounts), you will receive associated unique usernames and a passwords. As a subscriber you may take up additional accounts for other employees which will be "registered" to your subscription.

- 1.1** You are entirely responsible for all activities which occur under your username and password, or other usernames and passwords registered to your trial / subscription, even if such activity was unauthorised or undertaken without your consent.
- 1.2** You agree not to share or disclose your username and password or any username and password registered to your subscription to any person or organisation without the express permission of The Spatial Group. Each username and password may only be disclosed to a single person for his or her individual use.
- 1.3** You agree to notify The Spatial Group Pty Ltd (The Spatial Group) immediately if you become aware of any unauthorised use of your username and password or any username and password registered to your subscription.

2 Updating Property Daily's published material

The Spatial Group may change or discontinue any feature of the Property Daily emails and website including content, hours of availability and equipment required for access at any time and may do so without notice to its subscribers.

3 Accuracy of information and disclaimer of warranties

All material published in Property Daily or supplied to you by The Spatial Group are provided in good faith. It is derived from sources believed to be accurate and current as at the date of publication. Your use of Property Daily or information supplied by The Spatial Group is at your sole risk. You also acknowledge that material published may not necessarily be authorised by the relevant parties who it relates to.

- 3.1** Access to Property Daily is provided on an 'as available' basis. Neither The Spatial Group, its related bodies corporate nor its or their directors or employees make any representation or warranty that (i) any material published in Property Daily will be reliable, accurate or complete (nor do they accept any responsibility arising in any way for errors in, or omissions from that material); or (ii) your access to the Property Daily website or delivery of its emails will be uninterrupted, timely or secure.
- 3.2** The Spatial Group will not be liable for loss resulting from any action or decision by you in reliance on the information published in Property Daily, nor any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.

4 General information only - non-advisory

The material published in Property Daily or supplied to you by The Spatial Group provides general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.

5 Copyright

The material published in Property Daily is copyright protected. You may use this material for your own personal reference only. Except for the temporary copy held in the computer's cache and a single permanent copy for your personal reference, the material may not otherwise be used, copied, reproduced, published, stored in a retrieval system, altered or transmitted in any form or by any means in whole or part (except where such use constitutes fair dealing under the Copyright Act) without the prior written approval of The Spatial Group.

5.1 You may not use any part of the published material of Property Daily to establish, maintain or provide, or assist in establishing, maintaining or providing your own publications, Internet site or other means of distribution.

6 Logos

The Property Daily logo and masthead and The Spatial Group logo are copyright. Other logos or trade mark images may be published in Property Daily material from time to time. These may belong to third parties. Nothing displayed on Property Daily should be construed as granting any licence or right of use of any logo, masthead or trade mark displayed on the Property Daily website or emails, without the express written permission of the relevant owner.

7 Your conduct

As a condition of your subscription to Property Daily, you warrant to The Spatial Group that you will not use Property Daily for any purpose that is unlawful or prohibited by these terms & conditions

7.1 The Spatial Group has no obligation to monitor any user's use of the Property Daily website, however The Spatial Group retains the right at all times to monitor, retain and disclose any information at its discretion or where necessary to satisfy any applicable law, regulation, legal process or governmental request.

7.2 You will indemnify The Spatial Group, its related bodies corporate and its directors if you suffer any loss or damage or incur any costs in connection with any breach of these conditions or any other legal obligation by you or your use of Property Daily published material or information supplied by The Spatial Group.

8 Third party links and advertising

Hyperlinks and pointers to websites operated by third parties will appear from time to time on Property Daily's website or emails. The Spatial Group will accept no responsibility for the contents of any such hyperlink or linked website. If you link to any such website, you agree to do so entirely at your own risk.

8.1 Property Daily material may from time to time display third party advertisements, which may or may not contain hyperlinks or referral buttons to websites operated by third parties. The display of such advertising does not in any way imply a recommendation or endorsement by The Spatial Group of the relevant advertiser, its products or services or any such linked website.

8.2 If you contact a third party using a hyperlink from Property Daily material, The Spatial Group accepts no responsibility for any actions taken by that third party in response to your communication or for any transactions entered into between you and the relevant third party.

9 Limitation of liability

The Spatial Group does not exclude any rights and remedies available to you under the Trade Practices Act (Cth) or any similar State or Territory legislation which cannot be excluded, restricted or modified. Otherwise The Spatial Group and its related bodies corporate exclude all conditions and warranties which may be implied by law, custom or statute.

9.1 To the fullest extent permitted by law, The Spatial Group's liability for breach of any implied warranty or condition which cannot be excluded is limited at the option of The Spatial Group to the following:

- in the case of services supplied or offered by The Spatial Group, (i) the supply of the services again, or (ii) the payment of the cost of having services supplied again; and
- in the case of goods supplied or offered by The Spatial Group, (iii) the replacement of the goods or the supply of equivalent goods, (iv) the repair of such goods or (v) the payment of the cost of replacing the goods or acquiring equivalent goods.

9.2 Under no circumstances (including but not limited to any act or omission on the part of The Spatial Group) will The Spatial Group or its related bodies corporate or its directors be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access Property Daily's published material or any material supplied by The Spatial Group.

10 Applicable law

These conditions and all other specific and additional terms which govern your use or membership of and access to Property Daily's material will be governed by and construed in accordance with the laws of the state of New South Wales, Australia.

I have read the document above and as a Property Daily subscriber I agree to its terms & conditions.

Name: _____

Organisation: _____

Signed:

Date: