



Platform and Product Terms



Platform and Product Terms

ABOUT THESE TERMS

These Terms govern your access to and use of the AffordaLive Website, Platform and Products, including free calculators, paid Reports and any Subscription features that we make available.

By clicking to accept these Terms, accessing or using the Platform, submitting information, purchasing a Product, creating an Account or otherwise indicating your acceptance, you agree to be bound by these Terms.

If you do not agree to these Terms, you must not access or use the Platform or purchase a Product.

The entity providing the Platform and contracting with you is:

Provider: AffordaLive Pty Ltd ABN: 52 700 935 940

Email: contact@affordalive.com.au

In these Terms, you and your mean the individual who accesses or uses the Platform, submits information, purchases a Product, creates an Account or otherwise accepts these Terms.

TABLE OF CONTENTS

SAAS TERMS AND CONDITIONS.....	1
1 HOW TO READ THESE TERMS.....	1
2 TERM.....	1
3 THE PLATFORM AND PRODUCTS.....	1
4 YOUR OBLIGATIONS.....	3
5 CHANGES.....	6
6 THIRD-PARTY SERVICES AND DATA.....	7
7 PAYMENT.....	8
8 INTELLECTUAL PROPERTY.....	10
9 CONFIDENTIALITY.....	12
10 PRIVACY.....	13
11 DATA PROTECTION.....	15
12 WARRANTIES AND SERVICE LIMITATIONS.....	16
13 LIABILITY.....	18
14 UPGRADES AND DOWNGRADES.....	19
15 TERMINATION.....	20
16 DISPUTE RESOLUTION.....	22
17 NOTICES.....	23
18 FORCE MAJEURE.....	23
19 GENERAL.....	24
20 DEFINITIONS.....	26
Schedule 1 Solution Scope and Fees.....	28

1 HOW TO READ THESE TERMS

1.1 MEANING OF CAPITALISED WORDS AND PHRASES

Capitalised words and phrases used in these Terms have the meaning given:

- (a) in the Product Details, checkout page or other information presented to you before you purchase or use the relevant Product;
- (b) by the words immediately preceding any bolded and bracketed word or phrase; or
- (c) in the Definitions section of these Terms.

2 TERM

- (a) These Terms commence when you first access or use the Website, use a free Product, submit information through the Platform, purchase a Report or otherwise accept these Terms, and continue until ended in accordance with these Terms.
- (b) For a one-off Report purchase, the agreement relating to that purchase continues until the Report has been generated and delivered and all amounts payable have been paid, except for any provisions that are intended to continue after delivery or termination.
- (c) If you purchase a Subscription:
 - (i) the Subscription commences on the date stated at checkout or, if no date is stated, when your first Subscription payment is successfully processed;
 - (ii) the Subscription continues for the recurring monthly billing period disclosed at checkout;
 - (iii) the Subscription automatically renews for successive monthly billing periods unless you cancel it before the next renewal date;
 - (iv) you may cancel the Subscription at any time using the cancellation method made available through the Platform or by contacting us;
 - (v) cancellation takes effect at the end of the billing period for which you have already paid, and you may continue using the Subscription until that time; and
 - (vi) no further Subscription Fees will be charged after the cancellation takes effect.
- (d) We will provide at least 30 days' advance notice of any material change to a Subscription Fee or these Terms that will apply from a future renewal date, unless a shorter period is reasonably necessary to comply with law or address an urgent security risk. If you do not agree to the change, you may cancel the Subscription before that renewal date.
- (e) Ending these Terms does not affect any accrued rights or obligations, any completed purchase, or any provision that is intended by its nature to continue after termination.

3 THE PLATFORM AND PRODUCTS

3.1 SCOPE

- (a) The Platform may include the Website, free calculators and tools, paid Reports, Subscription features, account functionality, support services and any other products, features or services that we make available from time to time.
- (b) The particular Product supplied to you is the Product selected or used by you and described on the Website, at checkout or in any applicable Product Details.
- (c) Unless expressly stated otherwise:
 - (i) free calculators and tools provide indicative results displayed through the Platform;
 - (ii) a one-off Report is generated using the information you submit and is delivered electronically to the email address you provide;

- (iii) a Basic Lite or Basic Report includes the features and content described for that tier at the time of purchase;
 - (iv) a Comprehensive, Premium or other Report tier is only available when shown as available for purchase on the Platform;
 - (v) a Subscription includes only the access, usage limits, Report entitlements and other inclusions disclosed at checkout or in the applicable Product Details; and
 - (vi) features described as planned, proposed, in development, unavailable or coming soon do not form part of the Product you purchase.
- (d) We may use automated systems, formulas, modelling, third-party data and user-provided information to operate the Platform and generate calculator results, rankings, scores, estimates, classifications, comparisons, projections, warnings, suggested alternatives and Report content.

3.2 CHANGES TO THE PLATFORM AND PRODUCTS

- (a) We may update, improve, modify, replace, suspend or discontinue any part of the Platform or a Product where reasonably required for one or more of the purposes below, provided that we do not materially reduce a paid Product during its paid term without offering a substantially equivalent replacement or an appropriate pro rata refund:
- (i) maintain, secure, repair or improve the Platform;
 - (ii) update data sources, assumptions, formulas, methodologies, classifications or report templates;
 - (iii) comply with law or respond to a regulatory, technical or security requirement;
 - (iv) reflect changes to third-party services or data availability; or
 - (v) introduce, remove or change features or Product tiers.
- (b) A change will not reduce the material inclusions of a one-off Product that you have already purchased before it is generated and delivered, except where the change is reasonably necessary for legal, security, technical or data-integrity reasons.
- (c) Changes to a Subscription will be dealt with in accordance with the provisions governing Subscription changes, renewal and cancellation.

3.3 LICENCE TO USE THE PLATFORM AND REPORTS

- (a) Subject to these Terms, we grant you a limited, non-exclusive, non-transferable and revocable licence to:
- (i) access and use the Platform for your personal and non-commercial purposes;
 - (ii) use a Product for the purpose for which it is supplied; and
 - (iii) download, save and print a Report purchased by you for your own personal use.
- (b) You must not sell, sublicense, commercially exploit, republish, distribute or make a Report or any material part of the Platform available to another person, except that you may share your Report with your professional advisers, lender, mortgage broker, conveyancer or other service provider for the purpose of obtaining advice or assistance relating to your housing decisions.
- (c) No ownership of the Platform, Reports, software, methodologies, templates, databases, branding or other intellectual property is transferred to you.

3.4 HOSTING AND THIRD-PARTY SERVICES

- (a) We may use third-party providers to host, operate, maintain and support the Platform, process payments, generate Reports, deliver emails, provide data, analyse Platform usage and perform related services.
- (b) Those providers may process or store information in Australia or overseas, as described in our Privacy Policy.
- (c) We take reasonable steps to select and manage appropriate providers, but we do not control every third-party service and cannot guarantee that:

- (i) the Platform or any third-party service will always be available, uninterrupted, secure or error-free;
 - (ii) third-party data will always be complete, accurate, current or available;
 - (iii) emails or Reports will always be delivered without delay; or
 - (iv) stored information or backups will always be recoverable.
- (d) Nothing in this section excludes any right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.

3.5 SUPPORT

- (a) You may contact us using the support details published on the Website if:
- (i) you experience a technical problem with the Platform;
 - (ii) a paid Report is not delivered;
 - (iii) a Report is duplicated, corrupted or materially incomplete;
 - (iv) you believe a Report was sent to an incorrect email address; or
 - (v) you have a question about a payment, Subscription or Product.
- (b) We will take reasonable steps to investigate and address the issue. We do not guarantee a particular response or resolution time unless expressly stated in the applicable Product Details.
- (c) You are responsible for:
- (i) providing accurate contact details;
 - (ii) checking your inbox, spam and junk folders;
 - (iii) maintaining access to the email account used for the purchase;
 - (iv) keeping any account credentials secure; and
 - (v) notifying us promptly of any suspected unauthorised access or incorrect delivery.

3.6 SUBCONTRACTING

- (a) We may engage employees, contractors, related entities and third-party service providers to perform any part of our obligations or operate any part of the Platform, but we remain responsible for their acts and omissions in performing those obligations as if they were our own, except to the extent otherwise permitted by law.
- (b) We remain responsible for our obligations to you despite any subcontracting arrangement.

4 YOUR OBLIGATIONS

4.1 GENERAL OBLIGATIONS

- (a) When accessing or using the Platform or purchasing or using a Product, you must:
- (i) provide all information and assistance reasonably required for us to operate the Platform, process your purchase, generate and deliver a Report or respond to a support request;
 - (ii) ensure that the information you provide is complete, accurate, current and not misleading;
 - (iii) use the Platform and each Product only for lawful, personal and non-commercial purposes;
 - (iv) comply with these Terms and all applicable laws;
 - (v) ensure that you have authority to provide any information relating to another person, including a partner, household member, dependant or co-buyer; and
 - (vi) promptly notify us if you become aware of any unauthorised access, security issue, incorrect information or misuse relating to your account, email address, purchase or Report.

- (b) You are responsible for reviewing the information you enter before submitting it. Calculator results and Reports are generated using the information you provide, and inaccurate, incomplete or outdated information may produce inaccurate or unsuitable outputs.

4.2 AGE AND ELIGIBILITY

- (a) You must be at least 18 years old and legally capable of entering into a binding agreement to purchase a Product.
- (b) The Platform and Products are intended primarily for individuals considering renting or purchasing residential property in Australia. You must not use them for institutional, professional advisory, commercial property, property development, lending, credit assessment or other business purposes unless we expressly agree otherwise.

4.3 ACCOUNTS AND ACCESS

- (a) You do not need an account to use any part of the Platform that we make available without registration.
- (b) If account or Subscription functionality is made available, you must:
 - (i) provide accurate account information;
 - (ii) keep your login details confidential and secure;
 - (iii) not allow another person to access or use your account except as expressly permitted by the applicable Product Details;
 - (iv) take reasonable steps to prevent unauthorised access; and
 - (v) notify us promptly if you know or suspect that your account or login details have been compromised.
- (c) You are responsible for activity carried out through your account to the extent that the activity results from your failure to take reasonable care of your login details.

4.4 ACCEPTABLE USE

You must not, and must not attempt to or encourage another person to:

- (a) use the Platform or a Product in a way that is unlawful, fraudulent, deceptive, abusive, discriminatory, defamatory, threatening, harassing, obscene or otherwise harmful;
- (b) use the Platform to infringe another person's privacy, confidentiality, intellectual property or other legal rights;
- (c) provide information that you know is false, misleading, unlawfully obtained or supplied without authority;
- (d) upload or transmit malware, viruses, ransomware, malicious code or any material intended to disrupt, damage or compromise the Platform or another system;
- (e) interfere with, disrupt, overload, damage or impair the Platform or any network, server, database or third-party service used to provide it;
- (f) bypass, disable, defeat or interfere with any security, access-control, usage-limit or technological protection measure;
- (g) gain or attempt to gain unauthorised access to the Platform, an account, data, source code, system or network;
- (h) scrape, crawl, index, extract, harvest or collect data or content from the Platform using an automated tool, except where expressly permitted by us;
- (i) reverse engineer, decompile, disassemble, decode or otherwise attempt to derive the source code, underlying structure, algorithms, formulas or methodologies of the Platform;
- (j) copy, reproduce, adapt, modify, translate, create derivative works from or commercially exploit the Platform, a Report or any substantial part of them, except as expressly permitted by these Terms;
- (k) remove or alter any copyright, trade mark, attribution, disclaimer, warning or proprietary notice;

- (l) resell, sublicense, rent, lease, distribute, publish or make the Platform or a Product available to the public or any third party for commercial purposes;
- (m) use calculator results, Reports, suburb rankings, scores, benchmarks or other outputs to provide financial, credit, property, legal, investment or other professional advice to another person;
- (n) use the Platform or a Product to make or support an automated decision about another person's eligibility for credit, insurance, housing, employment or another significant service; or
- (o) use the Platform in any way that may reasonably damage our systems, rights, reputation or ability to provide Products to other users.

4.5 INFORMATION YOU PROVIDE

- (a) By providing information through the Platform, you confirm that:
 - (i) you are authorised to provide it;
 - (ii) it is accurate and not misleading to the best of your knowledge;
 - (iii) it does not infringe another person's rights or breach any duty of confidentiality;
 - (iv) its collection, use and disclosure by us for the purposes described in these Terms and our Privacy Policy is lawful; and
 - (v) it does not contain malicious code or material intended to compromise the Platform.
- (b) You retain any rights you have in information you provide.
- (c) You grant us a non-exclusive, worldwide, royalty-free licence to collect, use, reproduce, process, adapt, transmit and disclose that information only to the extent reasonably necessary to:
 - (i) operate and improve the Platform;
 - (ii) calculate and display results;
 - (iii) generate, deliver and support Products;
 - (iv) process payments;
 - (v) prevent misuse and maintain security;
 - (vi) comply with law; and
 - (vii) carry out the other purposes described in our Privacy Policy.
- (d) You must not provide credit card details or other payment credentials directly to us except through the payment process made available on the Platform.

4.6 THIRD-PARTY INFORMATION

If you provide personal or financial information about another person, you must ensure that:

- (a) the information is relevant to the Product you are using;
- (b) the person has authorised you to provide it or you are otherwise legally entitled to do so; and
- (c) you have informed the person that their information may be handled in accordance with our Privacy Policy.

4.7 REPORT RECIPIENTS

- (a) You are responsible for ensuring that the email address entered for Report delivery is correct and accessible by you.
- (b) You must not intentionally direct us to send a Report containing personal or financial information to a person who is not authorised to receive it.
- (c) If you share a Report with another person, you must not remove or obscure any disclaimer, warning, qualification, generation date or other notice included in it.

4.8 SUSPENSION OR RESTRICTION

- (a) We may suspend, restrict or terminate your access to the Platform or a Product where we reasonably believe that:
 - (i) you have materially breached these Terms;
 - (ii) your use creates a security, legal or operational risk;
 - (iii) your use infringes another person's rights;
 - (iv) your payment is unauthorised, fraudulent or reversed; or
 - (v) suspension is reasonably necessary to protect the Platform, our users or a third-party provider.
- (b) Where reasonably practicable, we will give you notice and an opportunity to remedy the issue before suspending or terminating access, unless immediate action is reasonably necessary.
- (c) Nothing in this section limits any right or remedy you may have under the Australian Consumer Law.

5 CHANGES

- (a) We may change the Platform, Products, Product Details, pricing, features, eligibility requirements, usage limits, methodologies, data sources, report formats, these Terms or any related policy where reasonably necessary to:
 - (i) improve, maintain, repair or secure the Platform or a Product;
 - (ii) reflect changes to our business, technology, suppliers, data sources or operating processes;
 - (iii) introduce, modify or discontinue a Product, feature or Subscription tier;
 - (iv) address technical, security, legal, regulatory or compliance requirements;
 - (v) correct an error, ambiguity or inconsistency; or
 - (vi) protect our legitimate business interests or the interests of users.
- (b) A change will not retrospectively alter the price or material inclusions of a one-off Product that you have already purchased, except where the change is reasonably necessary to comply with law, address a security or technical issue, correct an error or protect the integrity of the Product.
- (c) We may change the price, inclusions, usage limits or other terms of a Subscription by giving you reasonable advance notice before the change takes effect. Unless a different date is stated in the notice, the change will apply from your next renewal date.
- (d) If you do not agree to a material change affecting your Subscription, you may cancel the Subscription before the change takes effect. Cancellation will take effect in accordance with the Subscription cancellation provisions of these Terms.
- (e) We may change these Terms by publishing an updated version on the Website and directly notifying affected Subscription users by email or through their Account of any change that materially disadvantages them. The updated Terms will apply:
 - (i) immediately where the change is required by law, relates to security, corrects an obvious error or does not materially disadvantage you;
 - (ii) to future purchases and new uses of the Platform from the date stated in the updated Terms; and
 - (iii) to an existing Subscription from the next renewal date following any notice required under these Terms.
- (f) Your renewal of a Subscription after a notified change takes effect constitutes acceptance of the updated Terms, but continued use alone will not constitute acceptance of a change that materially disadvantages you unless we gave reasonable advance notice and a practical opportunity to cancel without penalty.

- (g) We may withdraw, suspend or discontinue a free Product or feature at any time. Where reasonably practicable, we will provide notice before materially changing or discontinuing a paid ongoing Product.
- (h) Nothing in this section limits any right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.

6 THIRD-PARTY SERVICES AND DATA

6.1 THIRD-PARTY SERVICES

- (a) We may use third-party providers, platforms, software, infrastructure, data sources and services to operate the Platform and provide Products, including services for hosting, payments, report generation, email delivery, analytics, security, customer support and property or government data.
- (b) Your use of a third-party service may be subject to that provider's own terms, privacy policy or other conditions where those terms are presented to you or apply directly to your use of that service.
- (c) We are not responsible for the independent acts, omissions, terms, policies or practices of a third-party provider, except to the extent that responsibility cannot lawfully be excluded.
- (d) A third-party provider may change, suspend, restrict or discontinue its service, data, functionality or access arrangements. This may affect the availability, timing, content or operation of the Platform or a Product.
- (e) Where a third-party service becomes unavailable or materially changes, we may:
 - (i) use a replacement provider or data source;
 - (ii) modify the affected feature, calculation, methodology or Product;
 - (iii) suspend the affected part of the Platform while we investigate or implement an alternative; or
 - (iv) discontinue the affected feature or Product where a reasonable alternative is not available.

6.2 THIRD-PARTY DATA

- (a) The Platform and Products may use information obtained from government bodies, public records, commercial providers, application programming interfaces and other third-party sources.
- (b) Third-party data may include property prices, rental amounts, suburb and postcode information, geographic data, government fees, duties, grants, interest-rate benchmarks and other market or demographic information.
- (c) Although we take reasonable steps to use sources we consider appropriate, we do not independently verify every item of third-party data and cannot guarantee that it is complete, accurate, current, error-free or suitable for your particular circumstances.
- (d) Third-party data may:
 - (i) be delayed, incomplete, unavailable or incorrect;
 - (ii) use different definitions, collection periods, geographic boundaries or methodologies;
 - (iii) be based on estimates, samples, medians, averages or historical information;
 - (iv) change after a calculator result or Report is generated; or
 - (v) not reflect the price, rent, condition, availability or other characteristics of a particular property.
- (e) Where reliable data is not available for a particular suburb, property type or bedroom configuration, we may use an identified benchmark, nearby-suburb estimate, broader geographic dataset, modelled figure or other reasonable substitute. Where practicable, the relevant Product will identify that an estimate or substitute dataset has been used.

- (f) You must not treat third-party data or an output derived from it as a valuation, quote, offer, approval, guarantee or statement that a particular property or financial product is available to you.

6.3 PAYMENT SERVICES

- (a) Payments may be processed by a third-party payment provider, including Stripe or another provider disclosed at checkout.
- (b) You may be required to accept the payment provider's terms and privacy policy to complete a purchase.
- (c) We do not receive or store your complete payment-card details where those details are entered directly into the payment provider's systems.
- (d) A payment may be delayed, declined, reversed or subject to additional verification by the payment provider, your bank or card issuer. We are not responsible for those decisions, but we will take reasonable steps to assist with a payment issue relating to a purchase from us.

6.4 EMAIL AND REPORT DELIVERY SERVICES

- (a) We may use third-party services to generate, transmit and deliver Reports, receipts, account messages and other communications.
- (b) Delivery may be affected by third-party outages, email filtering, mailbox limits, incorrect contact details, spam controls or other matters outside our reasonable control.
- (c) A Report will not be treated as undelivered solely because it was directed to a spam, junk or filtered folder where it was sent to the email address you provided.
- (d) You must contact us promptly if a paid Report is not received or cannot be accessed so that we can investigate and, where appropriate, resend, replace or otherwise remedy the issue.

6.5 NO USER INTEGRATIONS OR MODIFICATIONS

- (a) Unless we expressly permit otherwise, you must not:
 - (i) connect, integrate or interface the Platform with third-party software, code, tools or systems;
 - (ii) insert or execute code through the Platform;
 - (iii) use an unauthorised application programming interface, bot, scraper or automated process;
 - (iv) modify, adapt, interfere with or augment the Platform; or
 - (v) permit another person to carry out any of those activities.
- (b) We may suspend or restrict access where an unauthorised integration, modification or automated process creates a security, legal, technical or operational risk.
- (c) If your unauthorised integration, modification or use causes or contributes to a failure, loss, corruption, security incident or other damage, we will not be responsible for that consequence to the extent caused or contributed to by your conduct.
- (d) Nothing in this section excludes, restricts or modifies any right, guarantee, remedy or liability that cannot lawfully be excluded, restricted or modified, including under the Australian Consumer Law.

7 PAYMENT

7.1 FEES

- (a) You must pay the price displayed on the Website or at checkout for the Product you select.
- (b) Unless otherwise stated:
 - (i) the price for a Basic Lite Report is \$29.00 including GST;
 - (ii) the price for a Basic Report is \$59.00 including GST;

- (iii) the price for a Comprehensive Lite Report is \$79.00 including GST when that Product is available for purchase;
 - (iv) the price for a Comprehensive Report is \$149.00 including GST when that Product is available for purchase;
 - (v) Subscription Fees, usage limits, included Reports and any upgrade charges are the amounts and inclusions displayed at checkout or in the applicable Product Details; and
 - (vi) all prices are in Australian dollars.
- (c) We may offer promotional prices, discount codes or other offers from time to time. Any offer is subject to its stated conditions, availability and expiry date and cannot be redeemed for cash or combined with another offer unless we expressly state otherwise.

7.2 PAYMENT

- (a) Payment for a one-off paid Product must be made in full at checkout before we are required to generate or deliver the Product.
- (b) Subscription Fees must be paid in advance for each billing period using the payment method selected at checkout.
- (c) You authorise us and our payment provider to charge the applicable Fees to your selected payment method when:
 - (i) you purchase a one-off Product;
 - (ii) a Subscription commences or renews;
 - (iii) you purchase an upgrade or additional Product; or
 - (iv) another charge is expressly disclosed to and accepted by you.
- (d) You are responsible for ensuring that your payment and billing information is accurate and that sufficient funds or credit are available when payment is due.

7.3 PAYMENT PROCESSING

- (a) Payments are processed through Stripe or another third-party payment provider made available at checkout.
- (b) Your payment may be subject to the payment provider's terms, privacy policy, fraud-prevention procedures and verification requirements.
- (c) We do not control whether your bank, card issuer or payment provider approves a transaction.
- (d) A payment is not complete until we receive confirmation that it has been successfully processed.

7.4 FAILED, DECLINED OR REVERSED PAYMENTS

- (a) If a payment is declined, fails, is reversed, charged back or remains unpaid, we may:
 - (i) withhold generation or delivery of the relevant Product;
 - (ii) suspend access to a Subscription or paid feature;
 - (iii) request that you update your payment method or pay the outstanding amount; and
 - (iv) recover reasonable costs directly arising from an improper chargeback or failed payment, to the extent permitted by law.
- (b) We will not suspend access or seek recovery where the payment issue results from our error or where doing so would be inconsistent with your rights under the Australian Consumer Law.

7.5 SUBSCRIPTION BILLING

- (a) If you purchase a Subscription:

- (i) the Subscription Fee will be charged at the beginning of each monthly billing period;
 - (ii) the Subscription will continue to renew until cancelled in accordance with these Terms;
 - (iii) cancellation will take effect at the end of the billing period already paid for;
 - (iv) Fees already paid for the current billing period are not refundable for change of mind, subject to your rights under the Australian Consumer Law; and
 - (v) any unused Report entitlement or usage allowance expires at the end of the applicable billing period unless the Product Details expressly state otherwise.
- (b) If a Subscription permits a Basic Lite or Basic Report to be upgraded to a Comprehensive or Premium Report, the applicable upgrade price will be displayed before you confirm the upgrade.

7.6 REFUNDS AND PAYMENT REMEDIES

- (a) Fees are not refundable merely because you change your mind after purchasing a Product or because you do not use all or part of a Subscription entitlement.
- (b) Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law.
- (c) If a paid Product is not supplied, is materially defective, is materially incomplete, is duplicated, or is sent to an incorrect email address due to our error, you must contact us and provide the information reasonably required to investigate the issue.
- (d) Where appropriate, we may first attempt to correct, regenerate, resend or replace the Product. If the issue cannot be remedied within a reasonable time, or if the Australian Consumer Law otherwise requires it, we will provide the remedy to which you are entitled, which may include a refund.

7.7 GST

- (a) Unless expressly stated otherwise, all Fees displayed to consumers include GST.
- (b) Where we make a taxable supply, the amount payable includes any GST required by law and we will provide a tax invoice where required.

7.8 CARD FEES

- (a) We will not impose a payment surcharge unless it is disclosed before you complete the transaction and is permitted by law.
- (b) Any surcharge will not exceed the amount we are lawfully permitted to recover.

8 INTELLECTUAL PROPERTY

8.1 YOUR INFORMATION

- (a) You retain any rights you have in the information, content and materials you provide through the Platform.
- (b) You grant us and our Personnel a non-exclusive, worldwide, royalty-free licence to collect, use, reproduce, process, adapt, transmit and disclose that information only to the extent reasonably necessary to:
 - (i) operate, maintain, secure and improve the Platform;
 - (ii) calculate and display results;
 - (iii) generate, deliver, store and support Products;
 - (iv) process payments and administer purchases or Subscriptions;
 - (v) investigate errors, misuse, complaints or security incidents;
 - (vi) comply with law and enforce these Terms; and

- (vii) carry out the purposes described in our Privacy Policy.
- (c) This licence continues for as long as reasonably necessary for those purposes, including any applicable legal, accounting, security, backup and record-retention requirements, after which it ends except in relation to information that has been lawfully de-identified.
- (d) You confirm that:
 - (i) you are authorised to provide the information;
 - (ii) our use of the information in accordance with these Terms and our Privacy Policy will not infringe another person's rights or breach any obligation owed to another person; and
 - (iii) the information does not contain malicious code or material intended to interfere with the Platform.
- (e) You are responsible for any loss we reasonably suffer because you knowingly provide information without authority or in infringement of another person's rights, except to the extent that the loss was caused or contributed to by us.

8.2 PLATFORM INTELLECTUAL PROPERTY

- (a) All Intellectual Property Rights in the Platform and Products are owned by us, our related entities or our licensors.
- (b) This includes Intellectual Property Rights in:
 - (i) the Website, software, source code, object code, databases and technical infrastructure;
 - (ii) the AffordaLive name, branding, trade marks, logos and domain names;
 - (iii) calculators, formulas, algorithms, scoring systems, methodologies and classification frameworks;
 - (iv) report templates, layouts, wording, graphics, tables, charts and visual presentation;
 - (v) compilations, arrangements and transformations of data;
 - (vi) documentation, designs, concepts, know-how and confidential information;
 - (vii) improvements, updates, modifications and derivative works; and
 - (viii) any other materials made available through the Platform.
- (c) Where Intellectual Property Rights are owned by an entity related to us or another licensor, we provide the Platform and Products under licence from that owner.
- (d) Intellectual Property Rights used in connection with the Platform may be owned by a related entity or third-party licensor, but that ownership does not change the identity of the entity contracting with you under these Terms.
- (e) Except for the limited rights expressly granted under these Terms, no Intellectual Property Rights are assigned or transferred to you.

8.3 YOUR LICENCE TO USE PRODUCTS

- (a) Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to:
 - (i) access and use the Platform for your personal and non-commercial purposes;
 - (ii) use calculator results and other free outputs for your personal information;
 - (iii) download, save and print a Report purchased by you for your personal use; and
 - (iv) share your Report with your professional advisers, lender, mortgage broker, conveyancer or another service provider for the purpose of obtaining advice or assistance relating to your housing decisions.
- (b) You must not:
 - (i) sell, license, sublicense, rent or commercially exploit the Platform or a Product;

- (ii) copy, reproduce, adapt, translate, modify or create derivative works from the Platform or a Product, except as permitted by law or these Terms;
- (iii) publish, distribute or make a Report or any substantial part of it available to the public;
- (iv) use our templates, methodologies, formulas, scores, rankings or report content to create or provide a competing product or service;
- (v) remove or alter any copyright, trade mark, attribution, disclaimer, warning or proprietary notice;
- (vi) use our branding in a way that suggests sponsorship, endorsement or affiliation without our written consent; or
- (vii) permit another person to do any of those things.

8.4 THIRD-PARTY MATERIALS

- (a) The Platform and Products may include data, software, content or other materials owned or licensed by third parties.
- (b) Your right to use third-party materials is limited to the rights required to use the relevant Product in accordance with these Terms and may also be subject to applicable third-party terms.
- (c) Nothing in these Terms transfers ownership of any third-party Intellectual Property Rights to you.

8.5 FEEDBACK

- (a) If you voluntarily provide feedback, suggestions or ideas about the Platform or a Product, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate that feedback without restriction or payment to you.
- (b) This licence does not permit us to identify you publicly as the source of the feedback without your consent.

8.6 DE-IDENTIFIED AND AGGREGATED INFORMATION

- (a) We may create and use information that has been aggregated or de-identified so that it does not reasonably identify you or another individual.
- (b) We may use that information for analytics, research, service improvement, benchmarking and business planning, subject to applicable law and our Privacy Policy.

8.7 INFRINGEMENT

- (a) You must notify us promptly if you become aware of any suspected infringement or unauthorised use of Intellectual Property Rights relating to the Platform or a Product.
- (b) We may take any action we consider reasonably appropriate to protect or enforce those rights.

9 CONFIDENTIALITY

9.1 YOUR CONFIDENTIAL INFORMATION

- (a) We may receive information from you that is confidential by nature, including personal, financial and household information submitted through the Platform or provided in connection with a support request.
- (b) We will use and disclose that information only:
 - (i) to provide, administer and support the Platform and Products;
 - (ii) as permitted by these Terms and our Privacy Policy;
 - (iii) to our Personnel and third-party service providers who reasonably require access for those purposes;
 - (iv) with your consent; or

- (v) where required or authorised by law.
- (c) Our handling of personal information is governed by our Privacy Policy.

9.2 OUR CONFIDENTIAL INFORMATION

- (a) You must not use or disclose any non-public information about our business, systems or Platform that is disclosed or made available to you and that a reasonable person would understand to be confidential.
- (b) Our Confidential Information includes non-public information relating to:
 - (i) software, source code, systems and technical infrastructure;
 - (ii) formulas, algorithms, methodologies, scoring systems and report-generation processes;
 - (iii) product development, security arrangements and business operations;
 - (iv) commercial arrangements and pricing that are not publicly available; and
 - (v) other information identified as confidential or that is confidential by nature.
- (c) You may use our Confidential Information only to the extent reasonably necessary to use the Platform or a Product in accordance with these Terms.

9.3 EXCEPTIONS

- (a) An obligation of confidentiality does not apply to information that:
 - (i) is or becomes publicly available other than through a breach of confidence;
 - (ii) was lawfully known to the receiving person without an obligation of confidentiality;
 - (iii) is independently developed without reference to the confidential information;
 - (iv) is lawfully received from a third party without an obligation of confidentiality; or
 - (v) must be disclosed by law, a court or a government authority.
- (b) Where legally permitted, a person required to disclose Confidential Information must give the other person reasonable prior notice and disclose only the information legally required.

9.4 REPORTS

- (a) A Report may contain personal and financial information relating to you or another person.
- (b) You are responsible for:
 - (i) keeping each Report secure;
 - (ii) sharing a Report only with persons you authorise to receive it;
 - (iii) ensuring that any person whose information appears in a Report has authorised that use and disclosure; and
 - (iv) not publishing or distributing a Report to the public.
- (c) You may share a Report with your professional advisers, lender, mortgage broker, conveyancer or another service provider for the purpose of obtaining advice or assistance relating to your housing decisions.

9.5 SUSPECTED BREACH

If either of us becomes aware of an actual or suspected unauthorised use or disclosure of the other person's Confidential Information, that person must:

- (a) notify the other person as soon as reasonably practicable;
- (b) take reasonable steps to prevent, stop or mitigate the unauthorised use or disclosure; and
- (c) provide reasonable assistance in investigating and addressing the incident.

10 PRIVACY

- (a) We collect, hold, use and disclose personal information as described in our Privacy Policy, which is available on the Website.
- (b) By accessing or using the Platform, submitting information, purchasing a Product, creating an account or contacting us, you acknowledge that we may handle personal information as described in our Privacy Policy, including for the purposes of:
 - (i) operating, maintaining and securing the Platform;
 - (ii) providing calculator results and generating, delivering, storing and supporting Reports;
 - (iii) processing payments and administering purchases or Subscriptions;
 - (iv) communicating with you about Products, transactions, support requests and service updates;
 - (v) detecting fraud, misuse, technical issues and security incidents;
 - (vi) improving the Platform, Products, methodologies and customer experience;
 - (vii) complying with law and enforcing these Terms; and
 - (viii) carrying out any other purpose disclosed in our Privacy Policy or to which you consent.
- (c) The personal information we handle may include your name, email address, telephone number, address, income, savings, expenses, household and dependant information, property preferences, purchase or rental budget, payment and transaction information, account information, support communications, device information and usage data.
- (d) Where you provide personal information about another person, you must ensure that you are authorised to provide it and that the person has been informed that their information may be handled in accordance with our Privacy Policy.
- (e) We may disclose personal information to our Personnel, related entities and third-party service providers where reasonably necessary to operate the Platform or provide Products, including providers of hosting, payment processing, report generation, email delivery, analytics, security, data storage and customer support services.
- (f) Some recipients may be located outside Australia or may store or process information overseas. Further information about overseas disclosure and the countries or regions involved, where known, is set out in our Privacy Policy.
- (g) We do not sell personal information.
- (h) We will not disclose your personal or financial information to real estate agents, mortgage brokers, lenders, insurers, affiliate partners or other lead or referral recipients for their own marketing, sales or referral purposes unless:
 - (i) you have given a separate, express and sufficiently informed consent to that disclosure; and
 - (ii) the disclosure is otherwise permitted by law.
- (i) This restriction does not prevent us from disclosing information where the disclosure is required by law or is reasonably necessary to provide a Product or service that you have specifically requested.
- (j) We may send transactional and service communications that are reasonably necessary to provide a Product or administer your relationship with us.
- (k) You may opt out of marketing communications at any time by following the unsubscribe instructions included in the communication or by contacting us.
- (l) We take reasonable steps to protect personal information from misuse, interference, loss and unauthorised access, modification or disclosure, but we cannot guarantee absolute security.
- (m) You may have rights to request access to or correction of personal information we hold about you, or to make a privacy complaint, as described in our Privacy Policy.

- (n) If there is an inconsistency between this section and the Privacy Policy concerning the description of how personal information is handled, the Privacy Policy applies to that description. These Terms continue to govern the contractual relationship between you and us.

11 DATA PROTECTION

11.1 SECURITY

- (a) We will take reasonable technical and organisational steps to protect personal information and other information we hold from misuse, interference, loss and unauthorised access, modification or disclosure.
- (b) The measures we use may include access controls, authentication, system monitoring, service-provider controls, secure transmission methods, backup arrangements and other safeguards that we consider appropriate having regard to:
 - (i) the nature and sensitivity of the information;
 - (ii) the volume and location of the information;
 - (iii) the risks associated with the Platform and Products;
 - (iv) the capabilities and practices of our third-party providers; and
 - (v) the cost and availability of relevant safeguards.
- (c) We may review and update our security measures from time to time. We do not guarantee that the Platform, our systems or any third-party service will be completely secure, uninterrupted or free from cyber threats, errors or unauthorised access.

11.2 THIRD-PARTY PROVIDERS

- (a) We may rely on third-party providers to host, process, transmit, store, generate or deliver information in connection with the Platform and Products.
- (b) We will take reasonable steps to select and manage providers that are appropriate for the services they perform, but we do not control every aspect of their systems or security practices.
- (c) Information may be processed or stored outside Australia as described in our Privacy Policy.

11.3 YOUR RESPONSIBILITIES

You must take reasonable steps to protect information associated with your use of the Platform, including by:

- (a) keeping account credentials, email access and devices secure;
- (b) not sharing passwords or authentication details;
- (c) using the payment process made available through the Platform;
- (d) not uploading malicious code or information that is not reasonably required to use a Product;
- (e) checking that Report delivery details are correct; and
- (f) notifying us promptly if you know or suspect that information, an account or a Report has been accessed, disclosed or sent without authority.

11.4 DATA INCIDENTS

- (a) If we become aware of an actual or suspected incident involving unauthorised access to, disclosure of, loss of or interference with personal information or other protected information held by us, we will take reasonable steps to:
 - (i) contain and investigate the incident;
 - (ii) assess the nature, scope and likely consequences of the incident;
 - (iii) remedy or mitigate the incident where reasonably practicable;

- (iv) preserve relevant records;
 - (v) notify affected persons and regulators where required by law; and
 - (vi) cooperate with relevant third-party providers, authorities and advisers.
- (b) We are not required to disclose information that would compromise security, breach confidentiality, prejudice an investigation or contravene law.

11.5 RETENTION AND DELETION

- (a) We may retain information for as long as reasonably necessary to:
- (i) provide and support the Platform and Products;
 - (ii) administer purchases, Subscriptions, accounts and communications;
 - (iii) maintain business, financial, legal and security records;
 - (iv) resolve disputes and enforce these Terms;
 - (v) comply with law; and
 - (vi) meet the retention purposes described in our Privacy Policy.
- (b) Retention periods may vary depending on the type of information, the system in which it is held, applicable legal requirements and the services provided by third parties.
- (c) When information is no longer reasonably required, we will take reasonable steps to delete or de-identify it, subject to legal, technical, backup, fraud-prevention and record-keeping requirements.

11.6 BACKUPS

- (a) We may maintain backups for continuity, recovery, security and legal purposes.
- (b) We cannot guarantee that every item of information will be backed up, that a backup will always be available or error-free, or that deleted information will be removed immediately from every backup system.
- (c) You are responsible for retaining your own copy of any Report or other information that you wish to keep.

11.7 NO ABSOLUTE GUARANTEE

- (a) To the maximum extent permitted by law, we do not warrant that:
- (i) information will never be lost, corrupted, intercepted or accessed without authority;
 - (ii) the Platform or any third-party system will be immune from cyber incidents, malware, ransomware or other interference;
 - (iii) security measures will identify or prevent every threat; or
 - (iv) information will always be recoverable following a system failure.
- (b) Nothing in this section limits any obligation or liability that cannot lawfully be excluded, restricted or modified.

12 WARRANTIES AND SERVICE LIMITATIONS

12.1 SERVICE LIMITATIONS

- (a) We will take reasonable care in operating the Platform and supplying paid Products, but you acknowledge that the Platform and Products rely on automated processes, information supplied by you and third-party systems and data.
- (b) To the maximum extent permitted by law, we do not warrant that:
- (i) the Platform or a Product will always be available, uninterrupted, secure or free from errors, defects, delays or harmful code;

- (ii) a calculator result, Report, email or other communication will always be generated, transmitted, delivered or accessible without delay;
 - (iii) third-party data will always be complete, accurate, current, consistent or available;
 - (iv) calculations, estimates, classifications, scores, rankings, projections, comparisons or suggested alternatives will be suitable for your circumstances;
 - (v) the Platform will identify every relevant cost, risk, property, suburb, financial consideration or available option;
 - (vi) a particular property, rental, loan, grant, concession, insurance product or service will be available to you;
 - (vii) a lender, landlord, agent, insurer, government body or other person will accept or act consistently with an output; or
 - (viii) use of the Platform or a Product will achieve a particular financial, property or housing outcome.
- (c) Outputs may be affected by:
- (i) inaccurate, incomplete or outdated information supplied by you;
 - (ii) changes in prices, rents, interest rates, duties, fees, grants, lending criteria, laws or market conditions;
 - (iii) third-party data limitations, outages or methodology changes;
 - (iv) the use of medians, averages, estimates, assumptions, benchmarks, nearby-suburb data or modelled figures; and
 - (v) matters that cannot be assessed through an automated calculator or Report.

12.2 REPORT CURRENCY

- (a) Each Report is based on the information, assumptions, rates and data available when it is generated.
- (b) A Report should be treated as current for no more than 30 days from its generation date unless the Report states a shorter period.
- (c) You should obtain current information and appropriate independent advice before making a decision or commitment.

12.3 CORRECTION OF PROBLEMS

- (a) You must notify us within a reasonable time if:
 - (i) a paid Report is not delivered;
 - (ii) a Report cannot be opened or is corrupted;
 - (iii) a Report is duplicated;
 - (iv) a Report is materially incomplete; or
 - (v) you reasonably believe that a technical error has materially affected the Product supplied.
- (b) You must provide the purchase details and other information reasonably required for us to investigate the issue.
- (c) Where a problem is confirmed, we will take reasonable steps to correct, regenerate, resend or replace the affected Product within a reasonable time.
- (d) We are not required to correct a problem to the extent it was caused by:
 - (i) inaccurate or incomplete information supplied by you;
 - (ii) your device, software, email service, network or security settings;
 - (iii) your misuse of the Platform or breach of these Terms;
 - (iv) an unauthorised integration, modification or automated process; or

- (v) a matter outside our reasonable control.
- (e) This section does not limit any remedy available to you under the Australian Consumer Law.

12.4 NO PROFESSIONAL ADVICE OR GUARANTEE

- (a) The Platform and Products provide general information and automated estimates only.
- (b) They do not constitute financial product advice, credit assistance, lending advice, legal advice, tax advice, property advice, a valuation or any other professional advice.
- (c) We do not act as your financial adviser, credit provider, credit representative, mortgage broker, buyer's agent, real estate agent, conveyancer, lawyer, accountant, valuer or insurer.
- (d) You remain responsible for making your own enquiries, assessing your circumstances and obtaining appropriate independent advice before acting on an output.

12.5 EXCLUSION OF OTHER WARRANTIES

- (a) To the maximum extent permitted by law, all representations, warranties, conditions and guarantees not expressly stated in these Terms are excluded.
- (b) Nothing in these Terms excludes, restricts or modifies:
 - (i) any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law; or
 - (ii) any other liability that cannot lawfully be excluded, restricted or modified.
- (c) Where a guarantee applies under the Australian Consumer Law, your remedies will be determined in accordance with that law.

13 LIABILITY

13.1 NON-EXCLUDABLE RIGHTS

Nothing in these Terms excludes, restricts or modifies:

- (a) any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law;
- (b) any liability for fraud, wilful misconduct, personal injury or death caused by negligence; or
- (c) any other liability that cannot lawfully be excluded, restricted or modified.

13.2 LIMITATION OF LIABILITY

- (a) Subject to the non-excludable rights described above, where the Australian Consumer Law permits us to limit liability for services not ordinarily acquired for personal, domestic or household use or consumption, our liability for failure to comply with an applicable consumer guarantee is limited, at our option, to:
 - (i) resupplying the affected services;
 - (ii) regenerating, correcting, resending or replacing the affected Product;
 - (iii) paying the reasonable cost of having the affected services supplied again; or
 - (iv) refunding the Fees paid for the affected Product.
- (b) Where the Australian Consumer Law permits us to limit our liability for a failure to comply with a consumer guarantee, our liability is limited in the manner permitted by that law.
- (c) The limitation in this section does not apply to the extent that the relevant loss was caused by our fraud, wilful misconduct, negligence, breach of confidentiality, breach of privacy or data-protection obligations, infringement of third-party Intellectual Property Rights, or any liability that cannot lawfully be limited.

13.3 EXCLUDED LOSS

- (a) To the maximum extent permitted by law, we are not liable for any indirect, incidental, special or consequential loss, or for any loss of profit, revenue, opportunity, anticipated savings, goodwill, reputation or data, arising out of or in connection with the Platform, a Product or these Terms.
- (b) This exclusion does not apply:
 - (i) to loss that was reasonably foreseeable and directly caused by our failure to comply with a consumer guarantee under the Australian Consumer Law;
 - (ii) to personal injury, death or damage to tangible property caused by our negligence;
 - (iii) to fraud or wilful misconduct; or
 - (iv) to the extent that the liability cannot lawfully be excluded.

13.4 USER CONTRIBUTION TO LOSS

Our liability will be reduced to the extent that your acts or omissions caused or contributed to the loss, including where you:

- (a) provided inaccurate, incomplete, outdated or unauthorised information;
- (b) failed to review information before submitting it;
- (c) used the Platform or a Product contrary to these Terms;
- (d) relied on an output after its stated validity period or after relevant circumstances had materially changed;
- (e) failed to obtain current information or appropriate independent advice;
- (f) shared a Report with an unauthorised person;
- (g) failed to keep account credentials, devices, email access or Reports secure; or
- (h) failed to take reasonable steps to avoid or mitigate the loss.

13.5 THIRD-PARTY SERVICES AND DATA

- (a) Subject to the Australian Consumer Law, we are not liable for loss caused by:
 - (i) an act, omission, outage, delay, error or security incident of a third-party provider that is outside our reasonable control;
 - (ii) inaccurate, incomplete, delayed, unavailable or changed third-party data;
 - (iii) a decision or action of a lender, landlord, real estate agent, government body, insurer, payment provider or other third party; or
 - (iv) the availability, price, condition or suitability of any property, financial product or third-party service.
- (b) This section does not exclude our responsibility for failing to exercise reasonable care in selecting, engaging or managing a third-party provider where that responsibility cannot lawfully be excluded.

13.6 NO DOUBLE RECOVERY

You must not recover more than once for the same loss, and any amount payable by us will be reduced by any amount you recover from another person for that loss.

13.7 DUTY TO MITIGATE

Each party must take reasonable steps to avoid or reduce any loss arising out of or in connection with these Terms.

14 UPGRADES AND DOWNGRADES

- (a) This section applies only if we make a Subscription with more than one tier available.

- (b) You may request to upgrade or downgrade your Subscription using the method made available through the Platform or by contacting us.
- (c) Before you confirm a change, we will disclose the material features, usage limits and Fees applying to the new Subscription tier.
- (d) An upgrade may take effect:
 - (i) immediately, if stated when you request the upgrade; or
 - (ii) from the beginning of your next billing period.
- (e) If an upgrade takes effect immediately, you authorise us to charge the difference between the Fees for the existing and upgraded Subscription tiers for the remainder of the current billing period, calculated on a reasonable pro rata basis.
- (f) A downgrade will ordinarily take effect from the beginning of the next billing period. You may continue using the existing Subscription tier until then.
- (g) We do not ordinarily provide a refund or credit for a downgrade during a billing period, subject to any right or remedy you have under the Australian Consumer Law.
- (h) When a downgrade takes effect:
 - (i) your access will be limited to the features, usage limits and Report entitlements of the new Subscription tier;
 - (ii) any entitlement exceeding the new limits may expire or become unavailable; and
 - (iii) you are responsible for downloading or retaining any Report you wish to keep before access changes.
- (i) A change to your Subscription tier does not reset the billing period unless we expressly state otherwise.
- (j) If a requested change cannot be processed because of a failed payment, technical issue or unavailable tier, your existing Subscription will continue until the change is successfully processed or the Subscription otherwise ends.
- (k) Any change made under this section forms part of your agreement with us from the date it takes effect.

15 TERMINATION

15.1 ENDING A ONE-OFF PURCHASE

- (a) A one-off purchase ends when the relevant Product has been supplied and all amounts payable have been paid, except for provisions that are intended to continue after supply or termination.
- (b) You may not cancel a one-off paid Product for change of mind after generation of the Product has commenced, subject to any right or remedy available under the Australian Consumer Law.

15.2 CANCELLING A SUBSCRIPTION

- (a) You may cancel a Subscription at any time using the cancellation method made available through the Platform or by contacting us.
- (b) Unless the Product Details state otherwise:
 - (i) cancellation takes effect at the end of the billing period for which you have already paid;
 - (ii) you may continue to use the Subscription until cancellation takes effect;
 - (iii) no further Subscription Fee will be charged after cancellation takes effect; and
 - (iv) Fees already paid for the current billing period are not refundable for change of mind.
- (c) Your cancellation does not affect any amount that became payable before cancellation took effect or any right or remedy available under the Australian Consumer Law.

15.3 SUSPENSION OR TERMINATION BY US

- (a) We may suspend, restrict or terminate your access to the Platform, an account, a Subscription or a Product if we reasonably believe that:
 - (i) you have materially breached these Terms and, where the breach can be remedied, have not remedied it within a reasonable period after receiving notice;
 - (ii) your use of the Platform is unlawful, fraudulent, abusive or infringes another person's rights;
 - (iii) your use creates a material security, technical, legal or operational risk;
 - (iv) you have attempted to gain unauthorised access to the Platform, data, systems or accounts;
 - (v) you have used the Platform for an unauthorised commercial, advisory or automated decision-making purpose;
 - (vi) a payment is overdue, declined, reversed, fraudulent or subject to an improper chargeback;
 - (vii) we are required to do so by law, a court, a regulator or a third-party provider;
 - (viii) a third-party service required to provide the affected Product becomes unavailable and no reasonable alternative is available; or
 - (ix) continuing to provide the affected access or Product is no longer reasonably practicable.
- (b) Where reasonably practicable, we will give you notice of the issue and a reasonable opportunity to remedy it before suspending or terminating access.
- (c) We may act immediately without prior notice where reasonably necessary to address fraud, unlawful conduct, a serious security risk, an urgent legal requirement or a material risk of harm to us, another person or the Platform.

15.4 DISCONTINUING A SUBSCRIPTION OR PAID ONGOING PRODUCT

- (a) We may discontinue a Subscription tier or other paid ongoing Product by giving you reasonable advance notice.
- (b) If discontinuation takes effect before the end of a billing period for which you have paid, we will provide a pro rata refund or another remedy required by the Australian Consumer Law, unless we provide a substantially equivalent replacement for the remainder of that period.

15.5 CONSEQUENCES OF TERMINATION

- (a) When your access or Subscription ends:
 - (i) your right to access and use the affected paid features ends;
 - (ii) you must stop using the Platform and Products except to the extent that these Terms expressly permit continued use of a previously purchased Report;
 - (iii) you remain responsible for amounts properly incurred before termination;
 - (iv) we may disable or close the relevant account or Subscription access;
 - (v) you must cease any use of our Intellectual Property Rights that is not expressly permitted to continue; and
 - (vi) each party retains any rights and remedies that accrued before termination.
- (b) Termination does not require you to delete a Report that you lawfully purchased for personal use, but your continued use and sharing of that Report remain subject to these Terms, including its disclaimers, licence restrictions and confidentiality requirements.

15.6 REPORTS, ACCOUNT INFORMATION AND DATA

- (a) You are responsible for downloading and retaining any Report or other information you wish to keep before a Subscription or account ends.

- (b) After termination, we may retain, delete or de-identify information associated with your use of the Platform in accordance with our Privacy Policy, applicable law and our legitimate legal, accounting, fraud-prevention, security, backup and record-keeping requirements.
- (c) We do not guarantee that information stored through an account or Subscription will remain available after termination.
- (d) We will not delete information where retention is required by law, reasonably necessary to establish, exercise or defend legal rights, or required to complete an outstanding transaction, complaint, investigation or remedy.

15.7 SURVIVAL

Any provision that is intended by its nature to continue after termination remains in effect, including provisions relating to:

- (a) payment obligations accrued before termination;
- (b) intellectual property;
- (c) confidentiality;
- (d) privacy and data protection;
- (e) disclaimers and report limitations;
- (f) liability;
- (g) dispute resolution; and
- (h) any licence or restriction applying to a Report retained after termination.

15.8 AUSTRALIAN CONSUMER LAW

Nothing in this section excludes, restricts or modifies any consumer guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law.

16 DISPUTE RESOLUTION

16.1 NOTICE OF DISPUTE

- (a) If a dispute arises out of or in connection with these Terms, the Platform or a Product, the person raising the dispute must first give the other person written notice describing:
 - (i) the nature of the dispute;
 - (ii) the outcome sought; and
 - (iii) any information reasonably required to understand the dispute.
- (b) The parties must then make genuine efforts to resolve the dispute directly and in good faith.

16.2 INTERNAL COMPLAINT PROCESS

- (a) Before commencing formal proceedings, you must give us a reasonable opportunity to investigate and respond to the dispute through our complaints or support process.
- (b) We will acknowledge and address the dispute within a reasonable time, having regard to its nature and complexity.

16.3 MEDIATION

- (a) If the dispute is not resolved through direct discussions within 20 Business Days after the dispute notice is received, either party may refer the dispute to mediation.
- (b) The mediation must:
 - (i) be conducted in Australia by a mediator agreed between the parties or, if they cannot agree, appointed by the Resolution Institute;
 - (ii) be conducted in accordance with the mediator's applicable rules;
 - (iii) take place remotely unless the parties agree otherwise; and

- (iv) be paid for equally by the parties, except that each party must pay its own legal and other advisory costs; however, you are not required to pay more than a reasonable consumer contribution to the mediator's fees, and we will pay the balance.

- (c) The parties must participate in the mediation in good faith.

16.4 COURT PROCEEDINGS

- (a) A party must not commence court proceedings relating to the dispute until the mediation has concluded or the other party has failed to participate in the dispute-resolution process.
- (b) This restriction does not prevent either party from:
 - (i) seeking urgent interlocutory or injunctive relief;
 - (ii) taking action to preserve a limitation period or other legal right;
 - (iii) recovering an undisputed debt; or
 - (iv) exercising a right or remedy that cannot lawfully be restricted.

16.5 CONSUMER RIGHTS

Nothing in this section limits:

- (a) your right to make a complaint to the Australian Competition and Consumer Commission, a state or territory consumer protection agency, the Office of the Australian Information Commissioner or another regulator;
- (b) your right to use a tribunal, court or external dispute-resolution process available under law; or
- (c) any right or remedy that cannot lawfully be excluded, restricted or modified.

16.6 CONTINUED PERFORMANCE

While a dispute is being resolved, each party must continue performing its undisputed obligations where reasonably practicable.

17 NOTICES

- (a) A notice or other formal communication under these Terms must be in writing and sent by email.
- (b) A notice to us must be sent to the contact email address published on the Website or otherwise notified by us for legal notices.
- (c) A notice to you may be sent to:
 - (i) the email address you provide when using the Platform, purchasing a Product or creating an account;
 - (ii) the email address associated with your account or Subscription; or
 - (iii) another email address you subsequently notify to us.
- (d) You are responsible for keeping your email address current and for checking your inbox, spam and junk folders.
- (e) A notice sent by email is taken to be received 24 hours after it is sent, unless:
 - (i) the sender receives an automated message indicating that delivery failed;
 - (ii) the sender knows or reasonably suspects that the email was not delivered; or
 - (iii) applicable law requires a different method or time of service.
- (f) A routine service, transactional or support communication is not a formal notice unless it clearly states that it is given under these Terms.
- (g) Nothing in this section limits any legal requirement for a notice to be given by another method.

18 FORCE MAJEURE

- (a) A Force Majeure Event means an event or circumstance beyond a party's reasonable control that prevents or materially delays that party from performing an obligation under these Terms, including:
 - (i) natural disasters, severe weather, fire, flood, earthquake or other physical disaster;
 - (ii) war, terrorism, civil unrest, sabotage or government action;
 - (iii) epidemic, pandemic, public health emergency or related restriction;
 - (iv) industrial action not limited to the affected party's own workforce;
 - (v) failure or interruption of telecommunications, internet, utilities, hosting, cloud infrastructure, payment systems, email delivery systems or other essential third-party services;
 - (vi) cyberattack, malicious interference or widespread systems failure not caused by the affected party's failure to take reasonable precautions; or
 - (vii) a material change, suspension or withdrawal of a third-party data source or service required to provide the affected Product.
- (b) A Force Majeure Event does not include:
 - (i) an inability to pay money;
 - (ii) a lack of funds;
 - (iii) a foreseeable event that the affected party could reasonably have avoided or overcome; or
 - (iv) an event caused by the affected party's breach of these Terms, negligence or failure to take reasonable precautions.
- (c) If a Force Majeure Event affects a party's performance, that party must:
 - (i) notify the other party as soon as reasonably practicable;
 - (ii) provide reasonable details of the event and the obligations affected;
 - (iii) take reasonable steps to minimise the impact of the event; and
 - (iv) resume performance as soon as reasonably practicable.
- (d) The affected obligation is suspended only to the extent and for the period that performance is prevented or materially delayed by the Force Majeure Event.
- (e) A Force Majeure Event does not suspend or excuse an obligation to pay an amount that became due before the event.
- (f) If a Force Majeure Event prevents us from supplying a paid Product within a reasonable time, we may:
 - (i) reschedule or delay supply;
 - (ii) use a reasonable alternative provider, data source or delivery method;
 - (iii) provide a substantially equivalent replacement Product; or
 - (iv) cancel the affected Product and provide any refund or other remedy required by the Australian Consumer Law.
- (g) Neither party is liable for delay or failure to perform to the extent directly caused by a Force Majeure Event, except to the extent that liability cannot lawfully be excluded.

19 GENERAL

19.1 GOVERNING LAW AND JURISDICTION

- (a) These Terms are governed by the laws of Queensland, Australia.
- (b) Subject to the Dispute Resolution section and any right you have to bring proceedings in another jurisdiction under applicable consumer law, each party submits to the non-

exclusive jurisdiction of the courts of Queensland and the courts entitled to hear appeals from them.

19.2 AMENDMENTS

- (a) We may amend these Terms only in accordance with the Changes section.
- (b) No other amendment is effective unless agreed in writing by both parties.

19.3 WAIVER

- (a) A failure or delay by a party to exercise a right or remedy does not operate as a waiver of that right or remedy.
- (b) A waiver is effective only if it is in writing and applies only to the specific matter for which it is given.

19.4 SEVERANCE

- (a) If any provision of these Terms is wholly or partly invalid, illegal or unenforceable, it will be read down to the minimum extent necessary to make it valid and enforceable.
- (b) If it cannot be read down, the invalid, illegal or unenforceable part will be severed without affecting the remaining provisions.

19.5 ASSIGNMENT

- (a) You must not assign or transfer your obligations under these Terms without our prior written consent, which we must not unreasonably withhold or delay; this does not prevent you from assigning a monetary claim or other right where applicable law permits that assignment.
- (b) We may assign or transfer our rights or obligations under these Terms to a related entity or in connection with a sale, transfer or restructure of all or a substantial part of our business or assets, provided that the assignment or transfer does not materially reduce your rights.
- (c) We will give you reasonable notice of any assignment or transfer where required by law.

19.6 ELECTRONIC ACCEPTANCE

You may accept these Terms electronically, including by:

- (a) clicking an acceptance box;
- (b) submitting information after being presented with these Terms;
- (c) completing a purchase;
- (d) creating an Account;
- (e) commencing a Subscription; or
- (f) accessing or using the Platform after being given a reasonable opportunity to review these Terms. An electronic acceptance has the same effect as a written signature to the extent permitted by law.

19.7 COSTS

Each party is responsible for its own costs of reviewing, accepting and complying with these Terms, unless these Terms or applicable law provide otherwise.

19.8 ENTIRE AGREEMENT

- (a) These Terms, the applicable Product Details and any special terms expressly accepted by you for a Product constitute the entire agreement between you and us concerning the Platform and Products.
- (b) Our Privacy Policy describes how we handle personal information but does not form part of these Terms unless expressly stated otherwise.
- (c) They supersede any prior discussion, communication, representation or agreement relating to the same subject matter.

- (d) Nothing in this section excludes liability for fraud, misleading or deceptive conduct or any representation, right or remedy that cannot lawfully be excluded.

19.9 INCONSISTENCY

- (a) If there is an inconsistency between documents forming part of your agreement with us, the following order of precedence applies:
- (i) any special terms expressly accepted by you for the relevant Product;
 - (ii) the applicable Product Details presented at checkout; and
 - (iii) these Terms.
- (b) The document appearing first in this order prevails only to the extent of the inconsistency.

19.10 INTERPRETATION

Unless the context requires otherwise:

- (a) words in the singular include the plural and vice versa;
- (b) a reference to a person includes an individual, company, partnership, trust, association, government body or other legal entity;
- (c) a reference to a party includes its successors and permitted assigns;
- (d) a reference to a document includes that document as amended or replaced from time to time in accordance with these Terms;
- (e) a reference to law includes any amendment, replacement and subordinate legislation made under it;
- (f) the words including, includes and similar expressions do not limit the words preceding them;
- (g) headings are for convenience only and do not affect interpretation;
- (h) a reference to writing includes email and other electronic communication;
- (i) a reference to a day means a calendar day unless Business Day is expressly used;
- (j) if an obligation must be performed on a day that is not a Business Day, it must be performed on the next Business Day;
- (k) no provision will be interpreted against a party merely because that party prepared it; and
- (l) a reference to \$, dollars or AUD is to Australian currency.

20 DEFINITIONS

In these Terms, capitalised words and phrases have the meaning given to them in the Product Details, at checkout, immediately before the relevant bolded and bracketed term or in this section.

Term	Definition
Account	means an account created to access any account-based or Subscription feature of the Platform.
Australian Consumer Law	means Schedule 2 to the Competition and Consumer Act 2010 (Cth).
Basic Report	means the paid digital report described as the Basic Report on the Platform at the time of purchase, as distinct from a Basic Lite Report.
Business Day	means a day other than a Saturday, Sunday or public holiday in Queensland, Australia.
Comprehensive Report	means a paid digital report described as a Comprehensive, Premium or equivalent higher-tier report on the Platform at the time it is made available for purchase, as distinct from a Comprehensive Lite Report.

Term	Definition
Confidential Information	means information of or provided by a party that is confidential by nature, is identified as confidential, or that the receiving party knows or ought reasonably to know is confidential, but does not include information that is or becomes publicly available other than through a breach of confidence, was lawfully known to the receiving party without an obligation of confidentiality, is independently developed without reference to the confidential information, or is lawfully received from a third party without an obligation of confidentiality.
Fees	means the amounts payable for a Product, Subscription, upgrade or other paid feature as displayed on the Platform, at checkout or in the applicable Product Details.
Force Majeure Event	has the meaning given in the Force Majeure section.
Intellectual Property Rights	means all present and future intellectual and industrial property rights anywhere in the world, whether registered or unregistered, including copyright, trade marks, designs, patents, circuit layout rights, domain names, business names, trade secrets, confidential information, know-how, database rights, moral rights and rights to apply for, register, renew or enforce any of those rights.
Basic Lite Report	means the paid digital report described as the Basic Lite Report on the Platform at the time of purchase, as distinct from a Basic Report.
Personnel	means, in relation to a party, its officers, employees, contractors, subcontractors and agents.
Platform	means the AffordaLive website, software, calculators, tools, account functionality, Subscription features, report-generation systems and related digital services made available by us from time to time.
Privacy Policy	means the privacy policy published on the Website, as updated from time to time in accordance with its terms.
Product	means any free or paid calculator, tool, Report, Subscription, feature or other product or service made available through the Platform.
Product Details	means the description, price, inclusions, limits, billing arrangements and other terms presented on the Platform or at checkout for a Product.
Report	means a personalised digital report generated through the Platform using information provided by a user, automated calculations and Third-Party Data, and includes a Basic Lite Report, Basic Report, a Comprehensive Lite Report and any Comprehensive Report.
Subscription	means a paid recurring Product that provides access to specified features, usage limits or Report entitlements during recurring billing periods.
Subscription Fee	means the recurring Fee payable for a Subscription.
Subscription Tier	means a level of Subscription with the features, usage limits, Report entitlements and Fees disclosed in the applicable Product Details.
Terms	means these terms and conditions, together with the applicable Product Details and any document expressly incorporated by reference.
Third-Party Data	means information obtained from government bodies, public records, commercial providers, application programming interfaces or other external sources and used in connection with the Platform or a Product.
Third-Party Provider	means a person other than us that supplies data, software, infrastructure, payment processing, hosting, report generation, email delivery, analytics, security, support or another service used in connection with the Platform or a Product.
Website	means the website available at affordalive.com.au and any replacement or related

Term	Definition
	website operated by us.
we, us or our	means AffordaLive Pty Ltd, ABN or ACN 52 700 935 940, being the entity that operates the Platform and supplies the Products under these Terms.
you or your	means the individual who accesses or uses the Platform, submits information, purchases a Product, creates an Account or otherwise accepts these Terms.

Schedule 1 PRODUCTS AND FEES

The Products available to you, their inclusions and applicable Fees are set out below. A Product is available only when it is displayed as available on the Platform.

Product	Inclusions	Fees
Free Calculator	Access to the free rent-versus-buy and housing-affordability calculator. Indicative results generated using information entered by you, automated calculations and Third-Party Data. No account is required.	Free
Basic Lite Report	One personalised digital PDF Report covering one selected suburb and the property criteria entered by you.	\$29.00 including GST per Report
Basic Report	One personalised digital PDF Report covering one primary suburb plus up to three comparison suburbs and the property criteria entered by you.	\$59.00 including GST per Report
Comprehensive Lite Report	This Product does not form part of the current offering and cannot be purchased unless and until it is expressly displayed as available for purchase on the Platform. Covers one selected suburb.	\$79.00 including GST per Report when made available for purchase
Comprehensive Report	This Product does not form part of the current offering and cannot be purchased unless and until it is expressly displayed as available for purchase on the Platform. Covers one primary suburb plus three comparison suburbs.	\$149.00 including GST per Report when made available for purchase
Other One-Off Product	Any additional one-off Report, upgrade, feature or digital Product described in the applicable Product Details.	As displayed on the Platform or at checkout