

General Terms and Conditions

The submission of information to, and use of, the real estate information services (collectively, the "Service") available through the Blockbrief website (located at <http://www.Blockbrief.com>) is subject to the following terms and conditions (the "Terms and Conditions" or the "Agreement"). BY SUBMITTING INFORMATION to, or accessing information from, the Service, YOU, the end user customer ("Customer") AGREE TO THE FOLLOWING TERMS AND CONDITIONS. These Terms and Conditions are a legal agreement between you and Block Brief Pty Ltd ("Blockbrief" or the "Company"). You also agree to the Blockbrief Listing Policy & Guidelines (the "Listing Policies") and Privacy Policy, both of which are available by hyperlink at the top of this page.

If you do not agree to these Terms and Conditions and to the Privacy Policy, do not submit information to, or access information from, the Service. All questions concerning this Agreement should be directed to: General Counsel, Block Brief Pty Ltd, 2/19-21 Darley Street, Mona Vale, NSW, 2103. Blockbrief may update these terms and conditions at any time and without notice. The latest version of the terms and conditions is available on the Blockbrief website.

GENERAL PROVISIONS

Membership Privileges

Membership privileges are granted by Blockbrief to individuals exclusively and are granted specifically to the subscribing registered member only. No employee, independent contractor, agent, or affiliate of a competing real estate information service is permitted to access the Blockbrief website without express written permission from Blockbrief. Membership rights cannot be assigned, sublicensed, distributed, shared, viewed, accessed, or otherwise transferred to anyone other than the registered member without the express written permission of Blockbrief. Blockbrief requires that each registered user maintain a valid email address and a password, which shall be utilized for logging on to the Blockbrief system. Members are not permitted to share their individual logon information with others. Blockbrief has the right to refuse service to any member, individual, organisation, or firm (and all members associated or affiliated with said organisation or firm) that refuses to abide by the terms and conditions herein, refuses to abide by the Listing Policies as posted and displayed on the Blockbrief website, or abuses their rights related to the Blockbrief service. Upon registration, which is free, Customer becomes a Basic Member. A Basic Member may search the Blockbrief property listings Service, and will receive a subset of results of the available properties matching the Customer's designated search parameters. In order to view all the available results for a given search, the Customer must upgrade. A Basic Member may also list properties on the Service, but such Customer's listings will only be able to be fully accessed and viewed in the search results of Premier Subscribers.

Blockbrief utilizes email as a vital and primary communication channel with customers. As a registered user, Customers hereby acknowledge and grant Blockbrief the permission to communicate with customers via email (as well as other communication channel such as phone and fax) for any purposes Blockbrief determines to be relevant including, but not limited to, system messages, product updates, service announcements and other marketing messages. Blockbrief will use best efforts to honor Customer's request to opt out of marketing messages, but under no circumstances will Blockbrief have any liability for sending any email to its registered users/customers. By becoming a member of Block Brief Pty Ltd, you acknowledge and agree that Block Brief Pty Ltd, and its corporate affiliates, including other Blockbrief. companies, may record telephone and other electronic communications it has with you for Block Brief Pty Ltd's internal business purposes, including but not limited to training and quality assurance purposes.

Submission and Administration of Listings

Customer has had and shall have the opportunity to submit to Blockbrief property descriptions, photographs, images, videos (which may include sound and/or music), graphics and financial, contact or other information (collectively, the "Submitted Content") for each listing in Blockbrief. You represent and warrant that (a) you own or have the full right, power and authority to grant to Blockbrief use of and rights in and to all Submitted Content that you upload, post, e-mail or otherwise transmit to Blockbrief; (b) your license of such content to Blockbrief hereunder does not, and the use or license of such content by Blockbrief to third parties will not, infringe any right or interest owned or possessed by any third party; and (c) there are no claims, judgments or settlements to be paid by you, or pending claims or litigation, relating to such content. With respect to all Submitted Content you have uploaded in the past or elect to upload in the future, post, e-mail or otherwise transmit to or via the Service, Blockbrief acknowledges that you retain any applicable ownership rights that you may have with respect to the Submitted Content. You nonetheless grant Blockbrief and its affiliates (including without limitation other Blockbrief companies) and their licensees a royalty-free, worldwide, perpetual, irrevocable, non-exclusive and fully sub-licensable right and license (through multiple tiers) to

use, reproduce, adapt, perform, display, publish, translate, prepare derivative works from, modify, distribute, sell, and take any other action with respect to all such Submitted Content (in whole or part), whether submitted in the past or in the future, and/or to incorporate it in other works in any form, media, or technology now known or later developed. You further acknowledge and agree that Blockbrief may preserve any such Submitted Content, whether submitted in the past or in the future, and may also disclose such Submitted Content in its sole discretion (including without limitation within other products offered by Blockbrief and its affiliates, including other Blockbrief companies). Customer agrees not to submit any Submitted Content to Blockbrief unless the Customer has received all necessary rights and authorizations, including from the photographer or videographer and/or copyright owner of any photographs or videos, to publish and advertise the property listing on the Customer's website or on Blockbrief's website. Specifically, Customer will not submit a photograph if Customer received the photograph from a third party information provider under the terms of a license that does not allow posting of such photograph or video on the Blockbrief website. Customers may only submit videos personally created by Customer or Customer's direct employees. The Company may, in its sole discretion but without any obligation to search for such, remove property listings that are alleged to have been submitted in violation of this provision. In addition, the Company may require additional evidence of compliance with this provision from Customers who are alleged to have submitted property listings, Submitted Content or other information in violation of this Agreement. The Company will, in its sole discretion, terminate the accounts of, and refuse service to, any Customer who repeatedly or knowingly violates this Agreement. Customer agrees to maintain accurate contact information (specifically, a valid phone number and email address) in order to submit and maintain active property listings on the Blockbrief website. Customer shall not use robot, spider or other automated service to submit listings on the Blockbrief website. Additionally, the Customer agrees to allow submitted property listing(s) and Submitted Content, or any part therein, to be searched, displayed, accessed, downloaded, copied, and otherwise referred to by users of the Customer's website, the Blockbrief website and other Blockbrief partner or affiliate websites, including without limitation other Blockbrief company websites. The Company shall have the sole authority to choose the manner in which any property listing will be searched, displayed, accessed, downloaded, copied, and otherwise used on the Blockbrief website and Company shall have the right to modify the property listing in the exercise of its rights under this Agreement. Listings that are not modified or renewed within a 75-day period are automatically changed to "Off Market" and are no longer viewable on Blockbrief.com. The Customer (a) represents and warrants that all properties and associated information provided by the Customer, including Submitted Content, will be accurate; (b) agrees not to post a property listing on the public Blockbrief marketplace under a name other than the named licensed real estate agents that have been engaged by the property owner to market the property under the terms of a duly executed listing agreement with the owner; (c) agrees to administer the properties provided by the Customer and maintain their accuracy at all times. The Company reserves, in a manner consistent with reasonable commercial business practices, the right to remove all or any part of the property listings posted on the Customer's website or on the Blockbrief website. The Customer is entirely responsible, and Company accepts no responsibility, for the Submitted Content from the Customer. While the Company shall take all reasonable efforts for data backup and business resumption, the Customer will be solely responsible for retaining back-up copies of all information, photographs and other materials it provides to Blockbrief. Blockbrief may add digital watermarks to certain parts of your property listing, including photographs. We add these digital watermarks to protect against the copying or further distribution of your photographs without your permission. Customer agrees that Blockbrief may adjust portions of the information contained within the Service (e.g., within property listings). Any such adjustments will have no material impact on the meaning and interpretation of property listings, but will serve as a means of uniquely identifying the property listings as having been supplied to the Customer. Customer accepts that this is a legitimate and lawful security precaution on the part of Blockbrief, and accepts further that in the event that any third party has access to property listings that can be identified as having Customer's unique adjustments a prima facie breach of security and of these Terms of Use on the part of Customer may be assumed by Blockbrief.

Use of Information

Customer agrees to treat all information obtained from the Service, including listings, member directory, historical transaction information ("Property Comps"), and any information otherwise made available to Customer in the Service (individually and collectively, the "Content") as proprietary to Blockbrief. Customer agrees that Content reserved for members will be maintained as confidential and shall be protected as a trade secret of Blockbrief. Blockbrief does not ensure the accuracy of, endorse or recommend any Content and Customer uses such Content at the Customer's own risk. Customer may access the Content solely to obtain initial information from which further evaluation and investigation may commence.

Email addresses that Customer uploads to user accounts are for Customer's use only; Blockbrief agrees not to use Customer's user contact list.

Blockbrief Reports and other similar information, reports and services (individually and collectively "Blockbrief Reports"), the Service, and any and all Content offered by Blockbrief to Customer ARE PROVIDED SOLELY FOR GENERAL INFORMATION, AND DO NOT CONSTITUTE REAL ESTATE, LEGAL, TAX, ACCOUNTING, OR

OTHER PROFESSIONAL ADVICE. BEFORE ACTING ON ANY INFORMATION PROVIDED BY BLOCKBRIEF, CUSTOMER SHOULD CONSULT AN APPROPRIATE PROFESSIONAL.

Customer shall limit access to and use of Blockbrief data and information to personal and internal use, and shall not use any information obtained from the Service for further distribution, publication, public display, or preparation of derivative works or facilitate any of these activities in any way. Customer shall not use or reproduce any Content that is obtained from the Service, or that is otherwise made available to Customer in the Service, for or in connection with any other listing service or device. Customer further shall not use the Service in any other manner for or in connection with any other listing service or device. Customer shall not use the Blockbrief Service as part of any effort to compete with Blockbrief, including without limitation using the Blockbrief Service to provide, alone or in combination with any other product or service, any database services to any third party or any use that causes a reduction or loss from an existing or potential Blockbrief customer, nor shall Customer remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Blockbrief Service. Customer shall not use any robot, spider or other automated process to submit listings, monitor, data mine or copy Blockbrief products, services or information; decompile, decode or reverse engineer Blockbrief software; or use Blockbrief products or services in an unlawful manner, such as for offensive, abusive, tortious, libelous, defamatory or other illegal purposes.

Passwords/Logins

Members, registered users and Customers are required to maintain the confidentiality of all logins and passwords. You are responsible for the activities that occur under your account, login or password. Blockbrief is not responsible for any loss or damage arising from your failure to maintain the confidentiality of your account, login information or password and/or failure to comply with the terms and conditions set forth in the Membership Privileges, Use of Information or Ownership and License Grant sections of this agreement that relate to confidentiality of account, login or password information.

Nature of Customer's Business

If Customer or an Affiliate of Customer owns properties and intends to market them directly via the public Blockbrief marketplace such Customer represents to Blockbrief that it either (a) markets, using its own facilities, more than 2/3 of those properties which it owns and controls, or (b) markets properties for third parties where such third party brokerage services account for more than twenty percent (20%) of the total revenues of the entity.

Payment Terms

Customer agrees to pay for all products ordered through the Blockbrief website or via the Blockbrief sales team using the payment method indicated, and provides Blockbrief express authorization to charge said fees to the Customer's payment provider at time of purchase or renewal. Fees owed depend on the specific type and quantity of Blockbrief products, services, information, or deliverables (collectively "Deliverables") ordered. Payment of fees shall not be contingent on any events other than the delivery of the ordered Deliverables. Any attorney fees, court costs, or other costs incurred in collection of delinquent undisputed amounts shall be the responsibility of and paid for by Customer. If payment is not current, Blockbrief may immediately cease to provide any and all Deliverables to the customer. The fees do not include sales, use, excise or any other taxes or fees now or hereafter imposed by any governmental authority with respect to the Deliverables. At Blockbrief's option, Customer shall pay such taxes or fees directly or pay to Blockbrief any such taxes or fees immediately upon invoicing by Blockbrief. Blockbrief is required to collect sales tax on purchases in select states. Recurring charges will include sales tax in accordance with applicable laws of your state. To view your billing information, visit [My Account](#). The fees paid for monthly subscriptions are non-refundable, regardless of whether the subscription is terminated prior to the end of the then-current monthly billing period. Discounts received via a product bundle are subject to removal when product(s) in bundle are canceled. No partial month refunds will be provided.

Monthly subscriptions will automatically renew using the Customer's current credit card account number unless Customer cancels their subscription on the Blockbrief Website at <http://www.Blockbrief.com/ProductCancellations> three (3) days prior to the renewal date to cancel such subscription. All other subscriptions, including quarterly and annual commitment subscriptions, will automatically renew for additional terms equaling the original term unless Customer provides Blockbrief with thirty (30) days' advance notice of non-renewal. Quarterly and annual commitment subscriptions may be canceled as of the end of term only; no mid-term cancellations will be permitted. All cancellation and non-renewal requests will be processed within five (5) business days. Once the cancellation is processed, a confirmation email will be sent via the customer's email account on record with Blockbrief.

If Customer has a question about a cancellation, Customer should contact Blockbrief Client Services at info@Blockbrief.com. The Company reserves the right to change its fees or billing methods at any time. The Company will provide timely notice to the affected Customers of any such changes.

It is the Customer's responsibility to promptly provide the Company with any contact or billing information changes or updates (including phone number, email address, credit card numbers, etc.). Account updates should be made online via the "My Account" tab within the "My Blockbrief" section, once Customer has logged into www.Blockbrief.com. Blockbrief does not validate all credit card information required by the Customer's payment provider to secure payment.

The Customer must notify Blockbrief about any billing problems or discrepancies within 90 days after charges first appear on their Account statement. If it is not brought to Blockbrief's attention within 90 days, Customer agrees to waive their right to dispute such problems or discrepancies.

Premier Subscriptions

Blockbrief offers a subscription membership products to its active data service: (i) a paid subscription product for those Customers who primarily utilize the Service to actively search for development sites ("Blockbrief Premier" or "Premier subscription"). A Customer who purchases a Premier subscription is a "Premier User." Premier Subscription privileges are granted by Blockbrief to individuals exclusively and are granted specifically to the subscribing Premier User only. Premier Subscription rights cannot be assigned, sublicensed, distributed, shared, viewed, accessed, or otherwise transferred to anyone other than the subscribing Premier User without the express written permission of Blockbrief. Premier Subscription privileges are subject to change from time to time and may be subject to Blockbrief data directory searching limitations. Under subscription, premier, premier pro, premier enterprise are available for purchase online; are available for purchase by calling +61 2 8006 0392 or emailing info@Blockbrief.com. Customer acknowledges that Blockbrief (in addition to its other remedies) can cancel and prohibit Premier Subscription privileges to any individual, organisation, or group that does not abide by the terms and conditions set forth herein and/or can refuse any or all membership privileges. Blockbrief also has the right to refuse service to any customer or company that has delinquent charges that remain unpaid and to impose additional charges to reactivate Premier Subscription or other membership privileges. Premier Subscriptions continue to renew at the prevailing level regardless of Customer's listing or searching activity on Blockbrief.com. Premier Subscriptions will automatically renew to the credit card number provided for initial payment unless the Customer cancels their subscription on the Blockbrief Website at <http://www.Blockbrief.com/ProductCancellations> prior to the renewal date to cancel such subscription. The Company reserves the right to change its fees, payment frequency, or billing methods at any time. The Company will provide timely notice of any such changes.

Users subscribing to one product have the right to purchase certain other Blockbrief products or services on the Blockbrief website at a discount. In order to be eligible for the Point of Purchase or Add-On Product discounts, your Subscription must be current and active, in good standing, and not have any outstanding delinquent charges. Blockbrief products and services offered on the Blockbrief website available for the Point of Purchase or Add-On Product discounts include: Premier subscription, Property Facts subscriptions; Property Reports subscriptions; Pro Tools. The Point of Purchase or Add-On Product discounts do not apply to any other Blockbrief products or services. Customers who purchase Single 24-Hour Premier Searcher Memberships are not eligible for the Discount Price on additional purchases. Premier Users who have existing subscriptions for Property Data (in accordance with the provisions detailed in the Property Comps Subscriptions section immediately below) may contact info@Blockbrief.com to receive the Premier Discount Price on their subscriptions, commencing with the next billing cycle; however, no refunds, adjustments, and/or credits will be given for past monies paid on such Property Comps subscriptions.

Targeted Advertising

Campaigns are available for purchase by registered members for member advertising (Premier status not required) by contacting Blockbrief Advertising Sales at info@blockbrief.com. Once active, the campaign will appear on Blockbrief.com desktop. Searchers who click the advertisement will be directed to a lead form. Pricing for each campaign will be determined by the number of available impressions (or views) advertiser desires for a given set of campaign targeting options, including property type, search type, and location (postcode). The number of impressions is calculated on the purchase date and remains guaranteed (up to the impression cap provided at campaign purchase) throughout commitment term. Client acknowledges that the average views per month on Blockbrief.com varies, therefore the number of views for a campaign will vary month to month. Campaigns are sold on a quarterly or annual commitment, billed to a credit card on a monthly billing frequency. Monthly invoicing is available when a minimum campaign value is met. All campaigns auto-renew for additional terms, equal to initial term, if price remains within ten percent (10%) of original campaign purchase price. If at renewal, market demand has increased the

campaign price more than ten percent (10%), client will be notified via email that the campaign has expired and client will need to authorize campaign continuation at current market price. At any time, client may request to cancel the campaign by calling Blockbrief Advertising Sales at +61 2 8006 0392. Cancellation requests must be submitted three (3) days prior to the last day of the current campaign to effectively cancel the campaign at the end of term and avoid renewal. All cancellations are effective at end of the initial or renewal term and monthly billing will continue for the full commitment. There are no refunds or early terminations. There are five status phases to an advertising campaign:

1. Draft Phase - The campaign is reserved but the creative is not live. Billing commences at this time and continues until the campaign is canceled at the end of any campaign term.
2. Active Phase - Ad is published by Client
3. Paused Phase - Advertisement is paused by Client after Client contacts a Blockbrief Advertising Representative. Monthly billing continues for full commitment period, with no refund or additional impressions due, for reserved inventory that in the Paused Phase.
4. Suspended Phase - Client suspends advertisement so it is not live on Blockbrief, but billing for full commitment period will continue with no refund due.
5. Expired Phase - Campaign is complete and client has validly submitted a cancellation request to be effective at the end of the initial or any renewal term. At this time, the advertisement is not active, and monthly billing has stopped.

An advertisement creative can be updated online or by calling Blockbrief Advertisement Representative, and may take up to 24 hours to appear on Blockbrief.com. Any update or change to the ad once campaign has begun will require a new advertisement campaign for such updated ad. All previous campaigns will continue until valid cancellation notice is submitted and the campaign ends at the end of the term.

Single Term Purchases

Customer acknowledges that fees paid for each and every single term purchase item including 24-Hour Premier Membership, Individual reports detailed information records purchased without a subscription purchases are specific to that purchase item, are non-refundable, and may not be applied to another single term purchase item or subscription purchase.

Unsolicited Commercial Email (Spam)

Blockbrief prohibits the use of our system or its tools to generate or send unsolicited commercial email (spam). Customers may not use the Email Tools, or other email services that Blockbrief offers to send spam (i.e. unsolicited commercial email) or otherwise send content that would violate these Terms and Conditions. By using our tools, Customer agrees to send email only to those who have given Customer consent or with whom Customer has an established business relationship. Blockbrief has the right to revoke the privileges of any customer or company that breaches these terms.

Termination

Blockbrief reserves the right to terminate or suspend a Customer's membership at any time for violations of this Agreement or upon a good faith determination of a violation of this Agreement. Cause for termination includes, but is not limited to, breaches or violations of the Terms and Conditions, requests by law enforcement, fraudulent or illegal activity by you, discontinuance or material modification of Blockbrief services, nonpayment of fees owed by you in connection with Blockbrief services, account inactivity or technical or security issues. Upon termination, Blockbrief shall have no obligation to maintain or forward any content in your account. If Customer has a separate, written agreement with Blockbrief in which the Premier Lister or Premier Searcher portion of such agreement is designated to last more than one (1) calendar year, notwithstanding anything to the contrary in these Terms and Conditions, Customer may, on a one-time basis for no or any cause and without payment or penalty and upon written notice to Blockbrief, terminate the Premier Lister or Premier Searcher portion of such written agreement effective one year from the date Blockbrief receives such written notice, provided that such one-time termination right shall expire on August 31, 2017 or upon Licensee's exercise of its termination right under this provision.

Ownership and License Grant

Blockbrief retains all rights (including Intellectual Property Rights as defined below), title and interest in the Blockbrief, and all underlying technology and data including any enhancements and improvements thereto as a result of providing the Deliverables hereunder. Customer will not and will not allow others to: reverse engineer, decompile, disassemble, merge, copy, use, disclose, sell or transfer the underlying source code or structure or sequence of Blockbrief's technology or delete or alter author attributes or copyright notices. Customer shall use the Blockbrief system solely for their own individual use and shall not share passwords with others or allow others to use the

Blockbrief system under or through that Customer's login ID/email and password; nor shall Customer use the Blockbrief system to list properties or conduct searches on behalf of other non-customer brokerage, research, analyst, sales or other similar personnel.

Intellectual Property Rights means all intellectual property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, (a) all rights associated with works of authorship including without limitation copyrights, moral rights, copyright applications, copyright registrations, synchronization rights; (b) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations of trademarks and service marks; (c) rights relating to the protection of trade secrets and confidential information; (d) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (e) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, later filed, issued, or acquired.

Limitation of Liability and Indemnification

IN NO EVENT SHALL BLOCKBRIEF BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR BUSINESS REPUTATION, OTHER INTANGIBLE LOSS, INACCURACIES, ERRORS OR OMISSIONS IN THE INFORMATION, PRODUCTS OR SERVICES PROVIDED, RELIANCE BY THE CUSTOMER ON THE COMPLETENESS OR ACCURACY OF INFORMATION, PRODUCTS OR SERVICES, LOSS OF USE OF DATA, LOSS OF DATA, COMPUTER VIRUSES, COMPUTER CORRUPTION, DELETION OR CORRUPTION OF CONTENT OR DATA MAINTAINED OR TRANSMITTED THROUGH THE USE OF BLOCKBRIEF'S SERVICES, PRIVATE LISTING FUNCTIONALITY OR CUSTOMER'S FAILURE TO KEEP CUSTOMER'S LOGIN AND/OR PASSWORD SECURE AND CONFIDENT) ARISING OUT OF THIS AGREEMENT. Customer's exclusive remedy, and Blockbrief's entire liability under this Agreement shall be a refund to Customer of the fees paid to Blockbrief hereunder, and in no event will Blockbrief's liability for any reason exceed such fee. Blockbrief (and its officers, directors, employees and agents) shall not be liable for any damages whatsoever arising from Customer's use of the Deliverables, and Customer shall indemnify Blockbrief (and Blockbrief's officers, directors, employees and agents), and hold each of them harmless from and against any and all costs, damages or losses by any of them (including, without limitation, reasonable attorneys' fees) as a result of a claim by any person other than Customer arising from Customer's use or application of the Services or the Deliverables. Some jurisdictions do not allow the exclusion of liability for certain damages. As a result, some of the exclusions above may not apply to you.

Warranty Disclaimers

THE LISTINGS, SERVICE, ZONING INFORMATION, PROPERTY FACTS INFORMATION, PRO TOOLS AND BLOCKBRIEF MARKET REPORTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. BLOCKBRIEF MAKES NO PROMISES, REPRESENTATION OR WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE LISTINGS, SERVICE, SALES COMP INFORMATION, PROPERTY FACTS INFORMATION, OR BLOCKBRIEF MARKET TREND REPORTS, INCLUDING THEIR ACCURACY, OPERATION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND BLOCKBRIEF SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, QUIET ENJOYMENT, WORKMANLIKE EFFORT, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES RELATING TO ENCUMBERANCES OR LIENS, AND, UNDER THE LAW OF THE UNITED STATES, THE IMPLIED CONDITIONS OF SATISFACTORY QUALITY AND ACCEPTANCE AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE AND OTHER IMPLIED OR STATUTORY WARRANTIES. BLOCKBRIEF MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES THAT ACCESS TO BLOCKBRIEF'S SERVICES WILL BE UNINTERRUPTED OR SECURE. ANY MATERIAL DOWNLOADED FROM BLOCKBRIEF'S WEBSITE, INCLUDING LISTINGS, SERVICE, ZONING INFORMATION, PROPERTY FACTS INFORMATION, PRO TOOLS AND BLOCKBRIEF MARKET REPORTS IS ACCESSED AT CUSTOMER'S OWN DISCRETION AND RISK, AND CUSTOMER WAIVES ALL CLAIMS AND CAUSES OF ACTION RELATING TO ANY DAMAGE TO CUSTOMER'S COMPUTER SYSTEM, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE OR LOSS OR CORRUPTION OF DATA THAT RESULTS FROM SUCH DOWNLOADS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BLOCKBRIEF OR ITS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS AND CONDITIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. AS A RESULT, SOME OF THE EXCLUSIONS ABOVE MAY NOT APPLY TO YOU.

Maps and Directions Disclaimer

The maps and directions information provided by Blockbrief have been obtained from sources believed reliable, including Google Maps/Earth. Google Maps/Earth is supplied by Google Inc., and its use is subject to Google's applicable Terms of Use. While Blockbrief does not doubt the accuracy of the maps and/or directions, we have not verified the information and make no guarantees, warranties or representations about the maps and/or directions. It is your responsibility to independently confirm the accuracy and completeness of any map and/or set of directions. Customer assumes all risk of use. Neither Blockbrief nor its partners or suppliers assume any responsibility for loss, damage or delay caused by Customer's use of and/or reliance on Customer's use of Blockbrief's information, products or services.

Links to Third Party Sites

This website may contain hyperlinks to other websites operated by parties other than Block Brief Pty Ltd and its subsidiaries which are beyond Blockbrief's control. Parties other than Blockbrief may provide services or sell product lines on this site that take you outside of our service. This includes links from advertisers, sponsors, and content partners that may use Blockbrief's logo(s) as part of a co-branding relationship. For example, if you click on a banner advertisement the click may take you off the Blockbrief site. Blockbrief does not control, is not responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or the content of their websites. Blockbrief does not assume any liability for the actions, product, and content of all of these and any other third parties. Blockbrief makes no representations and cannot be held responsible for the accuracy, relevancy, copyright compliance, legality, or decency of material on such third party websites. When you click on a link that leaves the Blockbrief site, the site you will land on is not controlled by Blockbrief and different terms of use and privacy statements may apply. Blockbrief also does not assume, and expressly disclaims, all liability for any viruses, worms, Trojan horses, defects, or other malfunctions caused by, resulting from, existing within, or in connection with such third party sites and any links thereto.

Other Rights of Block Brief Pty Ltd

Customer agrees that Blockbrief shall have the right to use Listings and other information submitted to it for any purpose, including without limitation for publication of all or part of such Listing on the Internet for unrestricted use by Blockbrief customers and partners. Blockbrief shall have sole authority to choose the manner in which any Listing will be received, displayed and used by the Service, and reserves the right to remove all or any part of a Listing or refuse Services to anyone at any time in its sole discretion. Blockbrief shall have no obligation to (i) resolve disputes among users of the Service; or (ii) monitor or verify the accuracy or proper use of the Listings. Blockbrief reserves the right to modify or change any and all terms and conditions at any time. The most current copy of these terms and conditions will be posted and available for review on Blockbrief's corporate website, located at <http://www.Blockbrief.com>.

Copyright Complaints

If you believe that your work has been copied onto Blockbrief in a way that constitutes copyright infringement, please provide Blockbrief's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Blockbrief that your copyrighted material has been infringed.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- A description of the copyrighted work that you claim has been infringed upon;
- A description of where the material that you claim is infringing is located on Blockbrief, with identifying information for the listing, if applicable;
- Your address, telephone number, and e-mail address;
- A statement by you that you have a good-faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Address for Blockbrief's copyright agent:
2/19-21 Darley Street, Mona Vale, NSW, 2103
Attn: Sara Aron-Bayof
Email: info@Blockbrief.com

We may forward any notice(s) of alleged infringement pursuant to this Section to the person(s) who provided the allegedly infringing content.

Brokers and Agents

Any Customer who identifies himself or herself as a broker or agent on the Blockbrief website member registration form or otherwise purports to be a broker on Blockbrief's Find a Broker service hereby represents and warrants that Customer is validly licensed as a broker and is in compliance with applicable broker requirements in all jurisdictions in which Customer is required to be licensed. The Company may, in its sole discretion, but without any obligation to verify the licensure of such individual as a broker or agent, remove from the list of brokers any Customer whom the Company believes is not a licensed broker or agent in any applicable jurisdiction. The Company may, in its sole discretion, terminate the accounts of, and refuse services to, any Customer who repeatedly or knowingly misrepresents its licensed broker or agent status or upon notification by any state agency or similar governmental authority that such Customer is not a licensed broker. Blockbrief does not and shall not have any obligation to independently verify the licensure of individuals identified as brokers and agents on the website. It is your responsibility to confirm the licensed status of any brokers listed on the Blockbrief website.

Governing Law; Customer Right to Arbitrate

This Agreement, and the Deliverables provided by Blockbrief, shall be governed by the laws of the State of NSW, without reference to conflict of laws principles. The parties hereby consent to the exclusive jurisdiction and venue of the State and Federal courts of NSW for the adjudication of any disputes or claims arising out of and/or related to this Agreement. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

Should Blockbrief file or threaten to file a judicial action against Customer alleging violation of Blockbrief's intellectual property rights or violation of use provisions of this Agreement, Customer may elect to resolve Blockbrief's claims through binding arbitration pursuant to the laws of the State of NSW. Such right must be invoked within twenty (20) days of Blockbrief's filing of or threat to file a judicial action. Provided, however, that nothing in this paragraph shall be construed to prohibit or prevent Blockbrief from requesting any legal or equitable relief or remedy of any kind in an action commenced in state or federal court or in any arbitration proceeding.

Should Blockbrief file or threaten to file a judicial action against Customer alleging violation of Blockbrief's intellectual property rights or violation of use provisions of this Agreement as they pertain to Premier Lister or Premier Searcher products, Customer may elect to resolve Blockbrief's claims through binding arbitration pursuant to the laws of the State of NSW. Such right must be invoked within twenty (20) days of Blockbrief's filing of or threat to file a judicial action. Provided, however, that nothing in this paragraph shall be construed to prohibit or prevent Blockbrief from requesting any legal or equitable relief or remedy of any kind in an action commenced in state or federal court or in any arbitration proceeding.

Assignment

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. The rights under this Agreement or any license granted hereunder may not be assigned, sublicensed or otherwise transferred by Customer without the prior written consent of Blockbrief, which retains the right to withhold consent in its sole discretion.

Waiver and Severability

The failure of Blockbrief to exercise or enforce a legal right or remedy contained in the Terms and Conditions does not constitute a waiver of any such right or remedy. No waiver of any right, term or provision of the Terms and Conditions is deemed a waiver of any other right, term or provision. If a court of competent jurisdiction finds any provision of the Terms and Conditions to be invalid, Customer agrees that the remaining terms and provisions remain in full force and effect.

Notices

All notices to Company must be in writing and must be sent registered mail, certified mail, or overnight mail with a return receipt requested to Chief Financial Officer at Blockbrief.

Entire Agreement

The terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all previous agreements and understanding, whether oral or written, between the parties hereto with respect to the subject matter of this Agreement.

Last Updated: May 1, 2014