

## **Terms of Use**

### **OwnShare Terms of Use**

These Terms of Use (Terms) govern your access to and use of the own-share.com.au website (the Website), the OwnShare technology platform and the OwnShare mobile application and Services (collectively, the Services). You agree that by visiting the Services or by registering or using the Services, you are entering a legally binding agreement with Bridport Holdings 2 Pty. Ltd., located at 11/214 Bay Street, Brighton, Victoria 3186 (OwnShare) based on the Terms and the Privacy Policy, which is hereby incorporated by reference (collectively referred to as the Agreement). Your access to and use of the Services are conditioned on your acceptance of and compliance with the Agreement. By accessing or using the Services you agree to be bound by the Agreement.

#### **1. Basic Terms**

OwnShare provides a marketplace that connects real estate buyers with the opportunity to purchase a portion of a home through a qualified limited liability company, unit trust or as co-tenants at the co-owner's choice and agreement. The terms of any real estate purchases that are initiated on or learned about through the Services are provided in the real estate purchase agreement and related paperwork. Your use of the website and the mobile app are also subject to the terms of the Agreement. You are responsible for your use of the Services and for any consequences thereof. You may use the Services only if you can form a binding contract with OwnShare and are not a person barred from accessing the Services under the laws of Australia or other applicable jurisdiction. If you are under 18 years of age you may not access or use the Services for any reason. Please contact us if you are aware that a person under 18 is using the Services. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations. None of the material or opportunities presented by, or available through, OwnShare, are intended to be offerings of, or solicitations of purchasers for, any fractional ownership interest. The Services are always evolving, and the form and nature of the Services may change from time to time without prior notice to you. In addition, OwnShare may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you. The Services may include advertisements, which may be targeted to the content or information on the Services, queries made through the Services, or other information. The types and extent of advertising on the Services are subject to change. In consideration for OwnShare granting you access to and use of the Services, you agree that OwnShare, third-party providers, and partners may place such advertising on the Services or in connection with the display of content or information from the Services whether submitted by you or others.

#### **2. Privacy**

Any information that you provide to OwnShare is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the

Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to Australia and/or other countries for storage, processing and use by OwnShare. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services, which you may not be able to opt-out from receiving.

### **3. Passwords**

You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use **strong** passwords (passwords that use a combination of upper and lower case letters, numbers, and symbols) with your account and with other accounts that you may connect to your OwnShare account. OwnShare cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You agree to notify us immediately upon becoming aware of any breach of security or unauthorised use of your account. You may not use as a username the name of another person or entity or a name or trademark that is subject to any rights of another person without appropriate authorisation. You may not use as a username any name that is offensive, vulgar, or obscene.

### **4. Mobile Application Requirements**

To use the OwnShare mobile app (the App), you must have a compatible mobile device. You are responsible for verifying that the App is compatible with your mobile device, and OwnShare does not warrant that any App will be compatible with your mobile device. Your use of the App may use mobile data and may incur additional charges from your mobile services provider. You agree that you are solely responsible for any applicable charges. OwnShare may update any app and may automatically electronically update the version of any App that you have installed on a mobile device. By installing the App on your mobile device, you expressly consent to all automatic upgrades, and understand that these Terms of Use will apply to all updated versions of an App. Any third-party open source software included in an App is subject to the applicable open source license and may be available directly from the creator under an open source license. These Terms of Use do not apply to your use of software obtained from a third-party source under an open source license.

### **5. Content on the Services**

Please be aware that OwnShare does not verify the accuracy any information available on the Services. Any use or reliance on any information you obtained through the Services is at your own risk. You understand that by using the Services, you may be exposed to content that might be offensive, harmful, inaccurate, or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. Under no circumstances will OwnShare be liable in any way for any content posted, emailed, transmitted, or otherwise made available via the Services or broadcast elsewhere.

If you register on the Website (and then become a Registrant), you will have access to enhanced information about OwnShare Homes and Prospects displayed on the Website (the Exclusive Content), such as detailed pricing information and operating expense data for the OwnShare Homes and Prospects. OwnShare enables individuals to co-own second homes together in a multi-member limited liability company (PLC). The Exclusive Content will allow Registrants to better understand how OwnShare determines PLC membership interest prices and how OwnShare provides services to PLC owners.

By registering to access the Exclusive Content, Registrant hereby accepts and agrees to be bound by the following:

1. that all data obtained from the Exclusive Content is intended only for the Registrant's personal, non-commercial use;
2. that the Registrant has a bona fide interest in the purchase, sale, or lease of real estate of the type being offered through the Exclusive Content;
3. that the Registrant will not copy, redistribute, or retransmit any of the data or information provided, except in connection with the Registrant's consideration of the purchase or sale of an individual property; and
4. that the Registrant acknowledges the applicable ownership of and the validity of the applicable copyright in the applicable database of the homes displayed in the Exclusive Content.

## **6. OwnShare Rights**

All rights, title, and interest in and to the Services and any content available on the Services are and will remain the exclusive property of OwnShare and its licensors. The Services and its content are protected by copyright, trademark, and other laws of both Australia and foreign countries. OwnShare reserves all rights not expressly granted in these Terms. You acknowledge and agree that any feedback, comments, or suggestions you may provide regarding OwnShare, or the Services are entirely voluntary, and we will be free to use such feedback, comments, or suggestions as we see fit and without any obligation to you.

### Copyright Infringement

We take copyright violations very seriously. We may remove material from the Website or Services that appear in our sole discretion to infringe upon the copyright or other intellectual property rights of others, and we will terminate the access rights of any repeat infringer. If you believe a work protected by an Australian copyright you own has been posted on the Website or Services without authorization, or has been mistakenly removed, you may notify us and provide the following information:

- a) a physical or electronic signature of the person authorised to act on behalf of the copyright owner;
- b) identification of the copyrighted work or works claimed to have been infringed, or mistakenly removed;

- c) a detailed description of the material you claim is infringing, or has been mistakenly removed, together with information sufficient to enable us to locate it, including the URL where the infringing material appears;
- d) your name, mailing address, telephone number, and email address;
- e) a statement by you that you believe in good faith that the copyrighted material identified is being used in a manner that is not authorised by the copyright owner, its agent, or the law, or has been mistakenly removed; and
- f) a statement by you that the above information is accurate and, under penalty of perjury, that you are authorised to act on behalf of the owner of the copyright allegedly infringed.

To notify OwnShare of claimed copyright infringement, or to file a counter-notice in response to a takedown, please contact us.

## **7. Restrictions On Use Of The Services**

We reserve the right at all times (but will not have an obligation) to suspend and or terminate users or reclaim usernames without liability to you. You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, OwnShare's computer systems, or the technical delivery systems of OwnShare providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by OwnShare (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with OwnShare (NOTE: scraping the Services without the prior consent of OwnShare is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Services.

## **8. Ending These Terms**

The Terms will continue to apply until terminated by either you or OwnShare as follows. You may end your legal agreement with OwnShare at any time for any reason by deactivating your accounts and discontinuing your use of the Services. To deactivate your account, please contact us. We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) you have violated these Terms, (ii) you create risk or possible legal exposure for us; or (iii) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account. In all such cases, the Terms shall terminate, including, without limitation, your license to use the Services, except those Sections you would expect to survive termination. Nothing in this section shall affect

OwnShare's rights to change, limit or stop the provision of the Services without prior notice, as provided above.

## 9. Disclaimers, Limitations of Liability and Indemnity

Please read this section carefully since it limits the liability of OwnShare and its parents, subsidiaries, associates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the OwnShare Entities). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

- a) **The Services are Available 'As is':** Your access to and use of the Services are at your own risk. You understand and agree that the Services are provided to you on an 'As is' and 'As available' basis. Without limiting the foregoing, the OwnShare Entities disclaim all warranties and conditions, whether express or implied, of merchantability, fitness for a particular purpose, or non-infringement.

Except as expressly provided in any purchase agreements or other agreements you have with OwnShare, the OwnShare Entities make no warranty and disclaim all responsibility and liability for: (i) any actions of OwnShare users or contributors; (ii) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (iii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services, or any content; (iv) the deletion of, or the failure to store or to transmit, any content and other communications maintained by the Services; (v) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis; (vi) any advice or information you receive through the Services; and (vii) any injuries or harm you or a third party incurs as a result of information or advice received through the Services. No advice or information, whether oral or written, obtained from the OwnShare Entities or through the Services, will create any warranty not expressly made herein.

- b) **Links:** The Services may contain links to third-party services or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such services or resources; or (ii) the content, products, or services on or available from such services or resources. Links to such services or resources do not imply any endorsement by the OwnShare Entities of such services or resources or the content, products, or services available from such services or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such services or resources.
- c) **Limitation of Liability:** To the maximum extent permitted by applicable law, the OwnShare Entities shall not be held liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (i) Your access to or use of or inability to access or use the

Services; (ii) Any conduct or content of any third party on the Services, including without limitation, any defamatory, offensive or illegal conduct of other users or third parties; (iii) Any content obtained from the Services; or (iv) Unauthorised access, use or alteration of your transmissions or content. In no event shall the aggregate liability of the OwnShare Entities exceed the greater of one hundred Australian dollars (AUD\$100.00) or the amount you paid OwnShare, if any, in the past six (6) months for access to the Services giving rise to a claim. The limitations of this subsection shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not the OwnShare Entities have been informed of the possibility of any such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

- d) **Indemnification:** To the extent not prohibited by law, you expressly agree to indemnify and hold harmless the OwnShare Entities from and against any and all liabilities, expenses, damages and costs, including, but not limited to, reasonable legal fees and costs, related to all third party claims, charges and investigations related to (1) your failure to comply with the Terms or the Agreement; and (2) any activity in which you engage on or through the Services.

## 10. GENERAL TERMS. Waiver and Severability

The failure of OwnShare to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

- a) **Jurisdiction:** These Terms and any action related thereto will be governed by the laws of the state of Victoria, Australia without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Melbourne, Victoria, Australia, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. You agree that you may only bring claims against OwnShare related to your use of the Services on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding.
- b) **Entire Agreement:** These Terms and our Privacy Policy are the entire and exclusive agreement between OwnShare and you regarding the Services (excluding any service for which you have a separate agreement with OwnShare that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between OwnShare and you regarding the Services.

We may revise these Terms from time to time. If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth above. By continuing to access or use the Services after those revisions

become effective, you agree to be bound by the revised Terms. If you have any questions about these Terms, please contact us.