

Terms and Conditions

Your agreement with us (Agreement) consists of:

- (a) any physical document or electronic interface that we make available to you which you sign or otherwise indicate your agreement to, and which identifies your Subscription, Depth Contract or Depth Product Order, including, but not limited to, paper order forms, insertion orders or contracts, emails, online order forms or other documents (including those made available to you via our Agent Admin (your Order)); and
- (b) the terms and conditions of our Privacy Policy, Platform Terms of Use and the Acceptable Use Policy applicable to your Subscription, as published at METRUMCOIN terms and as amended from time to time in accordance with clause 5(d) below; and
- (c) the terms and conditions of any credit application accepted from you.

This Agreement is the entire agreement between us about its subject matter and it supersedes all prior agreements and understandings between us.

Term

1. The term of this Agreement is the initial term set out in the relevant Order for the Subscription (**Initial Term**) and any Further Terms, subject to termination in accordance with this Agreement.
2. For Subscriptions, the Order specifies an Initial Term (usually 12 months). Following the expiry of the Initial Term, your Subscription will, subject to your rights under clause 3.3 below, continue for further periods of the same period as the Initial Term (**Further Terms**) until terminated in accordance with this Agreement.
3. If you do not wish for your Subscription to continue for any Further Term, then you must, at least 30 days before the expiration of the Initial Term or the then current Further Term, provide us with clear written notice that you do not wish for your Subscription to continue beyond the Initial Term or the then current Further Term. If you give such notice, this Agreement will terminate upon the expiration of the Initial Term or the then current Further Term. To ensure that you are given an opportunity to exercise your rights under this clause 3.3, we will notify you via email of your opportunity to provide us with written notice under this clause 3.3 at least 40 days before the expiration of the Initial Term or the then current Further Term.
4. If we do not wish for your Subscription to continue for any Further Term, we will, at least 30 days before the expiration of the Initial Term or the then current Further Term, provide you with clear written notice that your Agreement will terminate upon the expiration of the Initial Term or the then current Further Term.

Your warranties and representations

You represent and warrant to us that at all times during the Term of this Agreement:

- (a) you hold all required licences or accreditations to sell or lease all your listings on the Platform;
- (b) you will not make any representations to your clients that are inconsistent with this clause (a);
- (c) you have authority to sell or lease all your listings on the Platform and have the proper authorities in place required by State or Territory regulations;
- (d) you will comply with all of your obligations set out in clause "Your obligations".

Your acknowledgements

You acknowledge and agree that at all times during the Term of this Agreement:

- (a) in consideration for us granting you a right to upload listings to the Platform and the other services we provide, you grant us an irrevocable, perpetual, world-wide, royalty free licence to publish, copy, licence to other persons, use and adapt for any purpose related to our business any content you provide to us during the Term, and this licence survives termination of this Agreement by you or us;
- (b) we may, at our discretion, remove or amend some or all of your listings if you are, in our reasonable opinion, in breach of your obligations under clause "Your obligations" below;

(c) you are solely responsible for the content of your listings and any errors or omissions in your listings – our role is one of publisher;

(d) we may vary this Agreement or any of its constituent documents, provided that if the variation would result in a material change to either party's rights or obligations and, for that reason, may cause you material detriment, we will give you at least 30 days' written notice via email or post before the variation is to take effect and you may terminate this Agreement during this period if you consider the variation will cause you material detriment. For variations that do not result in a material change to either party's rights or obligations or would not cause you material detriment, we will give you at least 30 days' written notice (via email) before the variation is to take effect and you may not terminate this Agreement during this period under this clause;

(e) all features of our Subscriptions and Products are subject to change, development and discontinuation and, as such, we may vary or discontinue any feature of a Subscription or Product, provided that if the variation or discontinuation would result in a material change to your rights and, for that reason, may cause you material detriment, we will give you at least 30 days' written notice via email before the variation or discontinuation is to take effect and you may terminate this Agreement during this period if you consider the change will cause you material detriment. For variations or discontinuations that do not result in a material change to your rights or would not cause you material detriment, we will give you at least 30 days' written notice (via email) before the variation or discontinuation is to take effect and you may not terminate during this period under this clause;

(f) we will use best endeavours to provide you with continuous and fault-free operation of the Platform and the other services we provide you, however we cannot guarantee this and technological failures or delays may prevent us from doing so;

(g) where you have provided us with your contact details or your employees have provided us with their contact details we may contact you and your employees from time to time in relation to Products and services offered by us or our business partners and you authorise us:

(i) to contact you or your employees via phone, email, text message, push notifications and other electronic media, unless you explicitly request us not to contact you via these media; and

(ii) to contact you or your employees via any of these methods without including an unsubscribe facility, to the extent permitted by law.

Your obligations

6.1 Your obligations to us are as follows:

(a) you will only upload listings to the Platform yourself or via an authorised third party who has been provided with and agreed to each of the documents comprising this Agreement (subject always to this clause (l) below);

(b) if you are, in our reasonable opinion, in breach of this clause (e) below, you will promptly comply with any direction we give to you in relation to your relevant listing(s), including any direction to delete, amend or update any relevant listing(s);

(c) you will comply with the Privacy Policy, Acceptable Use Policy and Platform Terms of Use (as varied from time to time);

(d) where you provide us with personal information of any individual, you must inform that individual that their personal information will be used and disclosed by us in accordance with our Privacy Policy;

(e) you will ensure that any statement you make to us or any content or material supplied by you (including content uploaded to the Platform) :

(i) is not unlawful;

(ii) is not provided for an improper purpose;

(iii) is not misleading or deceptive or likely to mislead or deceive (including for the reason that the branding on a listing would, or would be likely to, mislead or deceive consumers about the Agency Group, Agency Office or individual agent that was responsible for selling the relevant property);

- (iv) does not include information that is defamatory, fraudulent, infringes the intellectual property rights of third parties or would otherwise expose us to any liability, legal proceedings or other sanction; and
- (v) does not otherwise breach the Acceptable Use Policy;
- (f) you will comply with all applicable laws; fair trading legislation; real estate agent legislation and regulations (including rules governing the disclosure, retention and payment of any rebates or benefits) and any other applicable advertising standards and regulations;
- (g) you will ensure that you and all employees of your Agency Office(s) will treat our employees with courtesy at all times and not threaten, harass, abuse, assault, use offensive language towards, defame or repeatedly and unnecessarily contact our employees, contractors or agents or otherwise cause them distress or discomfort;
- (h) you will comply with any guidelines and codes issued by your local and national body for your type of organisation;
- (i) you will ensure that your username and password for accessing any service supplied by us are kept secure at all times and are only disclosed to persons employed by you or engaged to provide services to you and who are authorised to incur charges on your behalf. However, you are responsible for any use of any service supplied by us using your username and password by any person (whether authorised or otherwise) and, without limitation, you must pay any charges incurred as a result of that use;
- (j) you undertake that you will only collect, use, disclose and store personal information obtained through the Platform including through leads generated by users submitting enquiries on the Platform, for the sole purpose of contacting the person enquiring in relation to the specific property they have enquired about, unless advised otherwise by us;
- (k) unless we waive this requirement, you must have one Subscription per Agency Office and may only have one Subscription per Agency Office, save that an Agency Group may have one Administrative Office that does not require a Subscription. For the avoidance of doubt:
 - (i) you may only acquire and maintain multiple Subscriptions within an Agency Group if each Subscription is attached to a single Agency Office; and
 - (ii) an Online Agency may hold a maximum of one Subscription;
- (l) you will not allow anyone else to use your Subscription to list on the Platform, including but not limited to:
 - (i) another Agency Office;
 - (ii) an Administrative Office in your Agency Group; or
 - (iii) any individual that is not using your Subscription in the course of their employment for your Agency Office; anda joint listing arrangement with another Agency Office does not exempt an Agency Office from compliance with this clause;
- (m) *you will not allow the upload of a property listing under your Agency Office's subscription:
 - (i) where the authority to sell the property does not expressly appoint your Agency Office;
- (n) you will ensure that you do not use our registered or unregistered trade marks for any purpose that we have not previously approved in writing or in a manner that is likely to mislead individuals into believing there is an association between your brand and our brand, other than that of customer and service provider, without our prior written consent.

Termination or suspension by us

1 Without limiting our other rights, we may immediately terminate this Agreement or suspend or temporarily remove any of your listings if:

- (a) you fail to pay any financial obligations in Your deal within 30 days after the due date;
- (b) any of your warranties or representations in clause "Your acknowledgements" are incorrect;
- (c) you are in material breach of your obligations under this Agreement (and, for these purposes, any breach of any obligation under clause "Your obligations" above will be regarded as material);

- (d) you are in breach of this Agreement (whether or not the breach is material and fail to rectify the breach within 7 days of us giving you notice of the breach and requiring that it be remedied;
- (e) you enter into bankruptcy, liquidation, provisional liquidation, administration, receivership, receivership and management, a composition of arrangement with your creditors, or appoint a receiver, manager or controller over all or any part of your assets, or are protected from creditors under any statute, or become or are deemed to become insolvent; or
- (f) you die, or if you are in a partnership, are dissolved or an application to dissolve is filed, or if you are a company, are wound up or an application for winding up is filed.

2 In the event that we exercise our right to suspend or temporarily remove your listings pursuant to this clause 1 above, you will remain liable for all Subscription and Product fees until the termination or expiration of this Agreement.

Termination by you

1 In addition to any rights of termination you may have under another clause of this Agreement, you may immediately terminate this Agreement if:

- (a) we are in material breach of any of our obligations under this Agreement;
- (b) we are in breach of any of our obligations under this Agreement (whether or not the breach is material) and fail to rectify the breach within 7 days of you giving us notice of the breach and requiring that it be remedied;
- (c) we enter into bankruptcy, liquidation, provisional liquidation, administration, receivership, receivership and management, a composition of arrangement with your creditors, or appoint a receiver, manager or controller over all or any part of your assets, or are protected from creditors under any statute, or become or are deemed to become insolvent;
- (d) we are wound up or an application for winding up is filed; or
- (e) we exercise our right to suspend or temporarily remove your listings under clause "Termination or suspension by us" 1 for a period of 30 days or more.

Limitation of liability and indemnity

1. Subject to this clause 4 below, to the extent permitted under the Competition Law or any other applicable law, each party:

- (a) excludes all conditions and warranties implied into this Agreement;
- (b) excludes liability for consequential, special or indirect loss or damage (including but not limited to loss of opportunity, loss of revenue, loss of data and loss of profits); and
- (c) limits its liability for breach of any consumer guarantee, condition or warranty that cannot be excluded to (at the party's option) resupplying the relevant service or paying the cost of having the relevant service resupplied.

2. Each party must take all reasonable steps to minimise any loss it suffers or is likely to suffer and that is the subject of a claim under this Agreement. If a party does not take reasonable steps to minimise that loss, then liability for the relevant claim will be reduced accordingly.

3. Neither party will be liable under this Agreement to the extent that liability is caused by:

- (a) the other party's breach of its obligations under this Agreement or its negligent act or omission; or
- (b) any delay in performance or breach of this Agreement which arises as a result of any matter beyond its control (including, in our case, viruses, other defects or failure of the server hosting the Platform).

4. You indemnify us and our officers, employees and agents ("those indemnified") against any direct or consequential liabilities, losses, damages, expenses and costs (including legal expenses on a solicitor and own client basis) incurred or suffered by any of those indemnified as a result of any claim or proceedings brought by a third party against those indemnified in connection with any content or material uploaded or submitted by you in connection with this Agreement or any other act or omission by you in connection with your use of the Platform or our other services.

5. Each indemnity in this Agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Agreement for whatever reason.

Assignment

1. You must not assign this Agreement without our prior written consent, which will not be unreasonably withheld.
2. We may assign this Agreement at any time. If we assign this Agreement, we will notify you of the assignment.

General provisions relating to rights and remedies

1. No delay or failure by either party to enforce any provision of this Agreement will be deemed a waiver or create a precedent or will prejudice rights.
2. If any term of this Agreement is void, unenforceable or illegal, that term is severed. The remainder of this Agreement has full force and effect.
3. Each party's rights and remedies provided in this Agreement are in addition to other rights and remedies given by law and equity independently of this Agreement. Governing

Law

All disputed issues are resolved in accordance with the applicable law, additionally determined by the parties in an orderly manner. All disputes are resolved in the Online Arbitration of London.

METRUMCOIN notifies that in its work takes into account the current legislation of the states, resident, which are users and participants of the project. METRUMCOIN notifies about increased control to the state of origin of residents-users. METRUMCOIN informs you that if you are a resident of: USA, Thailand (in these countries crypto-instruments are recognized as securities), Hong Kong, Singapore, UK (in these countries crypto-currencies are recognized as financial instruments), Russia, China (in these countries crypto-currencies are prohibited) in full or in part), your national legislation imposes restrictions on you, the METRUMCOIN is not responsible for your actions, any operations with crypto-instruments you do at your own peril and risk.

The METRUMCOIN warns that due to the constant changes in the state policy of states regarding crypto currency, your national legislation may impose or remove certain restrictions on you,

METRUMCOIN is not responsible for your actions and any operations with crypto-instruments you do at your own peril and risk.