

## Teamlink Terms and Conditions – Business Portal and Services

### Effective date:

These terms and conditions of use (the **Terms and Conditions**) apply to your use of Teamlink Pty Ltd (**Teamlink**) which includes teamlink.com.au, all associated websites and business portal (the **Business Portal**) and Teamlink mobile applications. By using the public access areas of our Business Portal or by logging into our Business Portal you agree and accept the Terms and Conditions.

The Business Portal and related services are made available to you, the user and/or customer of this **Business Portal (you, your, User)** in accordance with the below terms and conditions (**Terms and Conditions**). Please read the Terms and Conditions carefully. Regardless of what type of User you are, these Terms create a legal agreement directly between you and Teamlink and explain the rules governing use of the Service and Business Portal.

We may make changes to these Terms and Conditions at any time. You should check these Terms and Conditions regularly for such changes. If we change these Terms and Conditions we will publish an updated version under the 'Terms and Conditions' link on the Business Portal. Your access or use of the Business Portal after an updated version of these Terms and Conditions has been made available on the Business Portal indicates your acceptance of the Terms and Conditions as changed by us.

In these Terms, **we, our** and **us** refers to Teamlink.

All Users, including casual visitors to the Business Portal, are subject to clauses 1 to 15 of these Terms and Conditions.

If you are a Non-Subscriber with a registered Teamlink Account, for example, a Purchaser or Lessee, or you have subscribed to receive the Teamlink newsletter, clauses 16 to 17 also apply to your use of the Business Portal.

If you are a Subscriber with a registered Teamlink Account, for example, a Developer, Developer Agent, Vendor Agent or a Rental Agent, clauses 16 to 22 also apply to your use of the Business Portal.

## Table of contents

Teamlink Terms and Conditions – Business Portal.....	1
Effective date: .....	1
1. Business Portal Availability.....	4
1.1 Availability of Business Portal and Services.....	4
1.2 Maintenance of Business Portal and Services .....	4
2. Teamlink’s role .....	4
2.1 Nature of service .....	4
2.2 Real estate agents .....	4
3. Intellectual Property.....	5
3.1 Intellectual Property Rights .....	5
3.2 Teamlink Intellectual Property (IP).....	5
4. Responsibility for Your Content .....	6
5. Prohibitions on Your Content.....	6
6. Monitoring and removal of Content .....	6
7. Interactions with other Users.....	7
8. Privacy .....	7
8.1 Privacy Policy.....	7
8.2 Personal Information.....	7
8.3 Teamlink data protection .....	7
9. No illegal use .....	8
10. Business Portal disclaimers .....	8
11. Liability and indemnity .....	8
11.1 Liabilities excluded by Teamlink .....	8
11.2 Consequential loss.....	8
11.3 Indemnity .....	8
12. Third party links.....	9
13. Termination.....	9
14. Survival .....	9
15. General Provisions.....	10
15.1 Modifications.....	10
15.2 Waiver .....	10
15.3 Severability .....	10
15.4 Governing Law.....	10
15.5 Entire Agreement .....	10
Part 2 – Additional terms for Subscribers and Non-Subscribers .....	10

16.	Non-Subscriber Business Portal Access and Restrictions .....	10
16.1	Access to Property Listing.....	10
17.	Account Registration and Use .....	11
17.1	Account Registration and Confidentiality.....	11
17.2	Unauthorised Account Use.....	11
Part 3 – Additional Terms for Subscribers.....		12
18.	Subscriber Business Portal Access and Restrictions .....	12
18.1	If you are a Developer, Vendor Agent or Rental Agent .....	12
18.2	If you are an Agent who is not a Vendor Agent or Rental Agent.....	12
18.3	Confidentiality .....	12
19.	Listing Controller Responsibilities .....	12
20.	Agent and Agency Responsibilities.....	13
20.1	Warranties.....	13
21.	Subscriber Data .....	13
21.1	Your Data Rights .....	13
21.2	Cross-Licences of Data.....	14
21.3	Eligible Data Breach.....	14
22.	Assignment, Novation and Subcontracting .....	15
22.1	Assignment .....	15
22.2	Subcontracting .....	15
Contacting Teamlink.....		15
Schedule 1 Definitions.....		15

## **1. Business Portal Availability**

### **1.1 Availability of Business Portal and Services**

Users acknowledge that the Business Portal and Services may be supplied over communications links and other networks and that Teamlink relies on the availability of those links and networks.

We will use commercially reasonable steps to make sure that those links and networks are available, but make no warranty that the Business Portal or Services will be continually available and exclude all liability for loss or damage if the Business Portal or Services cannot be provided because of the unavailability of the links or networks.

In no event will we be liable to Users for loss of data or the inability to retrieve data, resulting from or incidental to the use of the Business Portal or Services, and Teamlink does not accept responsibility for any interference or damage to Users' computer systems or data which arises in connection with the provision of the Business Portal or the Services.

### **1.2 Maintenance of Business Portal and Services**

Users acknowledge that we may be required to perform maintenance operations, which may affect the continuous operation or functioning of the Business Portal or Services.

We will attempt to provide Users with notice of the maintenance downtime, except when circumstances beyond our control prevent us from doing so.

## **2. Teamlink's role**

### **2.1 Nature of service**

Teamlink provides an independent business platform to connect developers, agencies, agents, purchasers and renters through enabling but not limited to customer relations management, workflow management, property listing and pipeline management.

You acknowledge and agree the Services provided by Teamlink by way of the Business Portal do not include any functions of a real estate agent. The Services do not include:

- (a) inducing or negotiating with a person to enter into or to make or accept an offer to enter into a real estate transaction or a contract for a real estate transaction;
- (b) introducing or arranging for the introduction of a prospective purchaser, lessee or licensee of land to a licenced agent or to the owner or the agent of the owner of land
- (c) collecting rents payable in respect of any lease of land;
- (d) providing property management services in respect of the leasing of any land; or
- (e) any other functions that are real estate agent functions for the purposes of the *Property and Stock Agents Act 2002* (NSW) including any subsequent amendments or re-enactments.

### **2.2 Real estate agents**

The parties acknowledge that each transaction completed using the Business Portal will be facilitated by an Agent, being a licenced real estate agent, and that this role will not be performed by Teamlink.

### 3. Intellectual Property

#### 3.1 Intellectual Property Rights

- (a) Each party owns, and continues to own, all of its Intellectual Property Rights that existed at the commencement of these Terms and Conditions (**Pre-Existing IP**).
- (b) If any of your Pre-Existing IP forms part of any of our Services, you grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and modify that Pre-Existing IP only to the extent required to deliver the Services.
- (c) By submitting Your Content through the Business Portal, you grant us (our successors and our related bodies corporate, partners and their successors) a royalty-free, irrevocable, non-exclusive licence to use, reproduce, modify, distribute, broadcast, sublicense and/or otherwise exploit part or all of Your Content in any medium (including but not limited to the Business Portal), by any means and for any purpose (including commercial purposes), and to authorise others to do so.
- (d) You acknowledge and agree that we, our successors, assignees and licensees may do or omit to do anything to Your Content which may infringe your moral rights in Your Content, including editing, altering and reproducing Your Content in any manner or context, in perpetuity throughout the world.
- (e) This clause 3.1 will survive the termination or expiration of these Terms and Conditions.

#### 3.2 Teamlink Intellectual Property (IP)

- (a) We, or our licensors, own all right, title and interest, including Intellectual Property Rights, in Teamlink IP and the Services at all times. We do not, at any time, transfer any ownership rights in Teamlink IP and the Services and we reserve all rights not expressly granted.
- (b) All right, title and interest, including Intellectual Property Rights, in any enhancements, variations, improvements or modifications to the Services or Teamlink IP (**Enhancements**) vest in us on creation.
- (c) If you acquire any Intellectual Property Rights in any of the Services, Teamlink IP or the Enhancements, you assign those Intellectual Property Rights to us with effect from acquisition, and agree to do all things reasonably required by us to give effect to such assignment.
- (d) The Teamlink IP may include our brand, logo, trade mark, innovation patent, copyright notice or other proprietary marking. You must not copy, use or mask those items without our prior written consent.
- (e) Users warrant that in using the Business Portal they will:
  - (i) act at all times to protect the value in the Business Portal and ensure that the Intellectual Property Rights and other proprietary rights in the Business Portal are not infringed in any way;
  - (ii) comply with our directions in relation to the use of the Business Portal; and
  - (iii) immediately cease to use the Business Portal in every manner whatsoever upon expiration or termination of these Terms and Conditions or upon an earlier

written request by Teamlink which is not inconsistent with these Terms and Conditions.

- (f) Users warrant that they have not relied on any representation made by Teamlink other than those representations stated expressly in these Terms and Conditions.
- (g) Teamlink IP may not be reverse engineered or used for commercial purposes except with Teamlink's prior written consent.
- (h) If a User learns that a third party is infringing the Intellectual Property Rights in the Business Portal, Teamlink IP or the Services, it will promptly notify Teamlink in writing.
- (i) This clause 3.2 will survive the termination or expiration of these Terms and Conditions.

#### **4. Responsibility for Your Content**

You acknowledge and agree that:

- (a) you create and provide us with Your Content at your own risk;
- (b) you are responsible and liable for Your Content;
- (c) you are not entitled to any payment from us in respect of Your Content or our use of it other than as set out in other written agreements;
- (d) we are not obliged to use, maintain or display Your Content on the Business Portal;
- (e) Your Content does not contain any confidential information and may be seen by others; and
- (f) we may use Your Content to publicise and promote us and the Business Portal.

#### **5. Prohibitions on Your Content**

Your Content must not include anything which:

- (a) you do not have the right to disclose or make available under law or an obligation you have to a third party (such as confidentiality agreements); or
- (b) reveals another person's identity or sensitive information, such as names, email addresses, phone numbers or addresses except as authorised by that person; or
- (c) infringes or can possibly infringe rights, including intellectual property rights (such as copyrights and trademarks of others); or
- (d) is or can be taken by any others as being harmful, threatening, abusive, harassing, vulgar, obscene, invasive of privacy, immoral or otherwise offensive or illegal or prohibited by any law.

#### **6. Monitoring and removal of Content**

We do not monitor, verify, approve, endorse, sanction, encourage, support or agree with Your Content but we reserve the right to remove Your Content should it breach these Terms and Conditions.

## 7. Interactions with other Users

You must communicate with other Users solely for business purposes. You acknowledge that it is possible that other Users may not comply with these Terms and Conditions, and could post Content which breaches our Terms and Conditions.

You agree to indemnify and hold us harmless in connection with any actions of any other User and any dispute or claim that you may make against any other User, irrespective of that action, dispute or claim relating to the use of the Business Portal.

## 8. Privacy

### 8.1 Privacy Policy

You may be asked to input information about yourself on different areas of the Business Portal. If so, we will only use that information in accordance with our Privacy Policy, a copy of which can be found [here](#).

### 8.2 Personal Information

Where a party discloses (**Disclosing Party**) any Personal Information to the other party (**Receiving Party**) under these Terms and Conditions, the Receiving Party:

- (a) must comply with the Privacy Law. In the case that the Receiving Party is not bound by the Privacy Law, the Receiving Party must treat such Personal Information in the same manner as if the Privacy Law was applied to the Receiving Party;
- (b) must use the Personal Information only for the purposes of fulfilling its obligations under these Terms and Conditions;
- (c) acknowledges that if the Receiving Party breaches the Privacy Law, the Disclosing Party may be held to be in breach of the Privacy Law and accordingly warrants to the Disclosing Party that it, or its agents will not act in any way that contravenes the provisions of the Privacy Law; and
- (d) warrants that it will inform the Disclosing Party within five (5) Business Days of becoming aware of any privacy complaints or events which may cause the Privacy Law to be breached and to assist the Disclosing Party in investigating any complaints or potential breaches, including providing access to relevant information.

The Receiving Party indemnifies the Disclosing Party, and the Disclosing Party excludes all liability in respect of any loss, claim, liability or expense (whether in contract, tort (including negligence), strict liability or otherwise) incurred by the Disclosing Party resulting from a breach by the Receiving Party or its agents of the Privacy Law including a breach of warranty under clause 8.2.

### 8.3 Teamlink data protection

We have administrative, physical and technical safeguards in place to protect the data in the Teamlink system. This includes measures to prevent unauthorised access, use, modification, deletion and disclosure of Your Content by our personnel and appropriate vetting of our third party service providers. You are responsible for maintaining adequate security, protection and backup of Your Content. We are not responsible for what Users do with Your Content. That is the User's responsibility.

## **9. No illegal use**

You must not use the Business Portal in any manner or for any purpose which is illegal or prohibited by any laws.

## **10. Business Portal disclaimers**

Consumers have certain rights under the Australian Consumer Law and similar state and territory legislation (**ACL**). If you have rights under the ACL in respect of the Business Portal, including rights arising from any statutory guarantee, nothing in these Terms and Conditions operates to exclude them. Subject to the preceding sentence, you acknowledge that your use of the Business Portal, the Services, Your Content, User Content, Linked Sites and Third Party Posted Material, is entirely at your own risk and are provided without warranty, either expressly or implied.

We do not accept responsibility for any interference, loss or damage to your data, computer system, or mobile device which arises in connection with your use of the Business Portal. Although reasonable precautions have been taken, we do not guarantee that access to the Business Portal will be uninterrupted, or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted on the Business Portal.

## **11. Liability and indemnity**

### **11.1 Liabilities excluded by Teamlink**

Teamlink excludes all liability for loss or damage in relation to:

- (a) the accuracy, completeness or quality of information uploaded to or entered into the Business Portal; and
- (b) any decision made by a User or any third party using the information supplied via the Business Portal.

### **11.2 Consequential loss**

You agree that Teamlink will not be liable or responsible to another party for any loss of profit, revenue or business, indirect, consequential, special or incidental loss or damage suffered or incurred by the other party arising out of or in connection with these Terms and Conditions, whether in contract, tort, equity or otherwise. This exclusion applies even if those damages or losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into these Terms and Conditions.

### **11.3 Indemnity**

- (a) Subject to this clause and clause 11.1, Users indemnify and will keep indemnified Teamlink and its personnel against any liability arising out of or in connection with:
  - (i) any breach by the User or its personnel of any warranty;
  - (ii) any negligent, reckless or intentional act or omission or wilful misconduct of the User or its personnel;
  - (iii) the:
    - (A) damage to or loss or destruction of any property; or



- (B) personal injury, illness or death to any person, arising out of or in connection with the User's obligations under these Terms and Conditions;
  - (iv) any breach of law by the User or its personnel; and
  - (v) any claim, arising out of or in connection with the use by the User or Teamlink, or any of their personnel, of the Business Portal or Services, regarding the infringement or alleged infringement of Intellectual Property Rights of any person.
- (b) Each indemnity in these Terms and Conditions is a continuing obligation separate and independent from the Users' other obligations and survives termination of these Terms and Conditions.
- (c) It is not necessary for Teamlink to incur expenses or make payment before enforcing a right of indemnity conferred by these Terms and Conditions.

## 12. Third party links

The Business Portal may contain links to third party websites, including social media sites, which in turn may contain hyperlinks to further third party websites (collectively, **Linked Sites**). Access to Linked Sites is provided for convenience only and you are responsible for evaluating whether you want to use a Linked Site.

You acknowledge that:

- (a) when accessing and using any Linked Sites, you will be subject to their terms and conditions of use;
- (b) we do not control or endorse and we are not responsible for any features, content, products or other materials on or available from a Linked Site;
- (c) we are not a party to your relationship with the owners or operators of a Linked Site;
- (d) any rights, claims or actions you may have in respect of a Linked Site may only be brought directly against the owners or operators of the Linked Site; and
- (e) we may receive payments and/or commissions from owners or operators of Linked Sites and you will not have any claims, benefits or rights on these payments.

## 13. Termination

We may terminate your access to the Business Portal (or any part of it) at any time without reason and without notice. These Terms and Conditions survive any such termination.

## 14. Survival

Sections [3\(IP\)](#), [11\( liability and indemnity\)](#), [16](#), [18.1](#), [18.2 \(Access\)](#), [18.3\(Confidentiality\)](#) and [22 \(Assignment\)](#) will survive any termination or expiration of the Terms.

## **15. General Provisions**

### **15.1 Modifications**

As our business evolves, we may change or update these Terms and Conditions or the policies referred to and incorporated by these Terms and Conditions. If we make a material change to the Terms and Conditions, we will provide you with reasonable notice prior to the change taking effect either by emailing the email address associated with your account or by messaging you through the Services. You can review the most current version of these Terms and Conditions and policies at any time by visiting our Business Portal. Any material revisions to these Terms and Conditions will become effective on the date set forth in our notice, and all other changes will become effective on the date we publish the change. If you use the Services after the effective date of any changes, that use will constitute your acceptance of the revised terms and conditions.

### **15.2 Waiver**

No failure or delay by either party in exercising any right under these Terms and Conditions, will constitute a waiver of that right. No waiver under these Terms and Conditions will be effective unless made in writing and signed by an authorised representative of the party being deemed to have granted the waiver.

### **15.3 Severability**

These Terms and Conditions will be enforced to the fullest extent permitted under applicable law. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms and Conditions will remain in effect.

### **15.4 Governing Law**

These Terms and Conditions and any disputes arising out of or related to these policies, will be governed exclusively by the laws of New South Wales. The courts of New South Wales will have non-exclusive jurisdiction to adjudicate any dispute arising out of or relating to the Terms, or its formation, interpretation or enforcement.

### **15.5 Entire Agreement**

These Terms and Conditions, including any terms incorporated by reference into these Terms and Conditions, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these Terms and Conditions and any pages referenced in these Terms and Conditions, the terms of these Terms and Conditions will first prevail.

## **Part 2 – Additional terms for Subscribers and Non-Subscribers**

### **16. Non-Subscriber Business Portal Access and Restrictions**

#### **16.1 Access to Property Listing**

A Developer, Developer Agent, Vendor Agent or Rental Agent or its authorised representative, may invite you to access a Property Listing.

If your transaction has been confirmed, you will be given access to areas and functionalities of the Business Portal to allow you to view the Property Listing relevant to your transaction, including the status of your transaction and to enter your personal information on the registration form.

You warrant that all representations made to Developers or Agents will be accurate, complete and relevant to the purpose.

To the extent prohibited by applicable law, the Services are not intended for and should not be used by anyone under the age of eighteen. You represent that you are over the legal age and are the intended recipient of the invitation or authorisation to access the Property Listing. You may not access or use the Services for any purpose if either of the representations in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

## **17. Account Registration and Use**

### **17.1 Account Registration and Confidentiality**

To access the full functionality of the Business Portal, including creating or managing a Property Listing, uploading a sales advice or communicating with other Users, you must register for an Account by creating a user name and password. You are responsible for all use of your username and/or password and must keep your username and/or password for that account confidential. You agree to provide us with accurate, complete, and current registration information.

You agree to access the Business Portal solely for the purpose of completing the relevant transaction(s) and for related tasks.

You must:

- (a) ensure that users keep the Business Portal security and access credentials confidential and secure; and
- (b) not disclose those credentials to any third party.

### **17.2 Unauthorised Account Use**

You are responsible for notifying us if you become aware of any unauthorised use of or access to your Account. You understand and agree that we may require you to provide information that may be used to confirm your identity and help ensure the security of your account.

Teamlink will not be liable for any direct or indirect loss, damages, liability, expenses or legal fees that you may incur as a result of someone else using your password or account, either with or without your knowledge and/or authorisation, and regardless of whether you have or have not advised us of such unauthorised use. You will be liable for direct or indirect losses, damages, liability, expenses and legal fees incurred by Teamlink or a third party due to someone else using your Account.

If a User loses access to an Account or otherwise requests information about an Account, we reserve the right to request from the relevant Listing Controller any verification we deem necessary before restoring access to or providing information about such Account at our sole discretion.

## **Part 3 – Additional Terms for Subscribers**

### **18. Subscriber Business Portal Access and Restrictions**

#### **18.1 If you are a Developer, Developer Agent, Vendor Agent or Rental Agent**

You are the Listing Controller and can control which Users are authorised to access the Property Listing.

You warrant that you have entered into written agreements (**Authorising Instrument**) with all Users who you invite to access the Property Listing (**Authorised Users**), including where applicable your Agent.

The Authorising Instrument documents your Authorised Users' permissions and their right to add other Authorised Users, including Purchasers and Lessees, and to act on your behalf with respect to the Property Listing.

#### **18.2 If you are an Agent who is not a Developer Agent, Vendor Agent or Rental Agent**

You will be given access to areas and functionalities of the Business Portal to allow you to manage a Property Listing, including generating a sales advice for a Property, tracking data in relation to a sales advice or Property, or to grant additional Users access to the Listing, so that you and others can edit the sales notice on their behalf.

You warrant and represent that the Listing Controller has entered into a written agreement with you (**Authorising Instrument**) that grants you all necessary authorisations and consents from the Listing Controller to access and use the Property Listing as an Authorised User. You acknowledge that you are only authorised to access the Property Listing as permitted by the Authorising Instrument.

If you consider any data inputs to be your intellectual property, those rights should be assigned or limited within your Authorising Instrument with the Listing Controller.

If the Listing Controller terminates or revokes your authority to act on their behalf or to access the Property Listing, you must immediately cease to act or access their data other than as required for auditing and record keeping purposes.

#### **18.3 Confidentiality**

Subscribers agree to keep all information obtained in the course of their use of their Account and the Business Portal that is not on the public access section of the Business Portal confidential.

### **19. Listing Controller Responsibilities**

You acknowledge and agree that it is solely the Listing Controller's responsibility to:

- (a) inform any Authorised Users of any relevant Listing Controller policies and practices and any settings that may impact the processing of Listing Data;
- (b) obtain any rights, permissions or consents from any Authorised Users that are necessary for the lawful use of Listing Data and operation of the Services;

- (c) ensure that the transfer and processing of Listing Data under the Authorising Instrument is lawful; and
- (d) respond to and resolve any dispute with any Authorised User relating to or based on Listing Data, the Services, or Listing Controller's failure to fulfil these obligations.

You represent and warrant that all information you provide to the Business Portal about a Property or to your Agent about a Property is accurate, complete and current and can be relied upon by Teamlink and the Agent to transact and you indemnify us for any error in the information you provide.

You may provision or de-provision access to the Business Portal, enable or disable third party integrations, manage permissions, and these choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all Listing Data.

Teamlink makes no representations or warranties of any kind, whether expressly or implied, to you in relation to the Services, which are provided to you on an "as is" and "as available" basis.

## **20. Agency and Agent Responsibilities**

### **20.1 Warranties**

Each Agency warrants, in respect of each Agent, and each Agent warrants on its own behalf that:

- (a) the Agent will use the Listing Data solely for the purpose of completing the transaction and related tasks for the Property Listing to which they have been admitted;
- (b) all information that the Agent inputs about the sale and the Purchaser or Lessee is accurate and is authorised by the Purchaser or Lessee;
- (c) the Agent will only grant Purchasers and Lessees access to the Property Listing as agreed between the Agent and the Listing Controller within the terms of the Authorising Instrument;
- (d) each Authorised User, account holder and password holder is entitled to provide the data in respect of the Property Listing for the purposes contemplated by these Terms and Conditions and in doing so will not infringe any copyright or other proprietary or intellectual property rights of any natural or legal person.

## **21. Subscriber Data**

### **21.1 Your Data Rights**

- (a) You must supply us with all data or information required to supply or maintain the Business Portal and provide our Services, to perform our obligations under these Terms and Conditions or as we may reasonably specify from time to time (**Subscriber Data**).
- (b) You represent and warrant that:
  - (i) you hold all necessary legal rights, title, consents and authority to provide Your Data to us and authorise us to use the Subscriber Data in accordance with this clause;

- (ii) your supply of the Subscriber Data will not infringe the Intellectual Property Rights of any person;
  - (iii) the Subscriber Data is complete, accurate, up to date and not misleading at the time it is provided; and
  - (iv) you will supply us with all information to correct and update the Subscriber Data from time to time and you authorise us to apply those corrections and updates.
- (c) Except to the extent required by law, we have no duty or obligation to verify, correct, complete, update, remove or delete any of the Subscriber Data.
  - (d) You acknowledge that the quality of our Services relies on the data you, and other Users, provide to us. We will not be liable for any loss or damage arising from your failure or delay in providing the Subscriber Data or for any inaccuracy, omission or other defect in the Subscriber Data. We will not be liable for any loss or damage arising from the failure or delay of any other User in providing the relevant information or for any inaccuracy, omission or other defect in the information provided by other Users.
  - (e) You grant us and our related bodies corporate a non-exclusive, perpetual, irrevocable, transferable, royalty-free licence to use and sub-licence the Subscriber Data to supply our Services to you and to others, to otherwise fulfil our obligations under these Terms and Conditions, to validate and enhance our Services and for any other lawful purpose or for any purpose expressly authorised by you.

## **21.2 Cross-Licences of Data**

- (a) In partial consideration for the Subscriber's registration with the Business Portal, Teamlink grants to the Subscriber a non-exclusive, revocable, limited licence to use the Teamlink logo in accordance with the terms of this clause.
- (b) Each of the Subscribers of the Business Portal, including the Listing Controller and the Agent, agrees to grant to the other Subscribers a limited, non-exclusive licence to use the Subscriber's logo and trademarks solely to promote the Subscriber's involvement in the Business Portal or the transaction.
- (c) Notwithstanding clause 21.2(a), the licence will only continue if:
  - (i) the Subscriber complies with these Terms and Conditions; and/or
  - (ii) the Subscriber seeks to promote or advance the Business Portal.
- (d) The Subscriber acknowledges that it will not use the Teamlink Logo for any purpose other than the promotion or advancement of the Business Portal or as otherwise agreed in writing by Teamlink.

## **21.3 Eligible Data Breach**

Each party warrants that it has in place:

- (a) a system to detect and report when an event has occurred that may give rise to reasonable grounds to suspect an Eligible Data Breach has occurred; and
- (b) a system to investigate and assess a suspected Eligible Data Breach within 30 days of becoming aware of a suspected breach, including a documented procedure for making an evaluation of each investigation.

In the event of a suspected Eligible Data Breach the breached party will promptly notify and cooperate with the other party to minimise loss of goodwill, including liaising on client communications.

The breached party indemnifies the other for any loss of data resulting from an Eligible Data Breach where the Office of the Australian Information Commissioner (**OAIC**) determines the breached party did not comply with the *Privacy Act 1988* (Cth), or, if no determination is formally made by the OAIC, a senior barrister provides a written opinion to that effect.

For the purposes of this clause 21.3, Eligible Data Breach has the meaning set out in section 26WE of the *Privacy Act 1998* (Cth).

## **22. Assignment, Novation and Subcontracting**

### **22.1 Assignment**

- (a) The right to use the Business Portal is personal to the Subscriber who does not have the right to assign in whole or in part its rights or obligations under these Terms and Conditions without the prior written consent of Teamlink.
- (b) Teamlink may assign or novate its interests or obligations in or under these Terms and Conditions by notice in writing to Subscribers.

### **22.2 Subcontracting**

- (a) Subscribers may not subcontract their obligations under these Terms and Conditions without Teamlink's prior written consent.
- (b) If Teamlink consents to use of any subcontractor, the Subscriber acknowledges that the Subscriber remains primarily liable to Teamlink under these Terms and Conditions.

## **Contacting Teamlink**

Please contact us if you have any questions about Teamlink's Terms of Service. You may contact us at [info@teamlink.com.au](mailto:info@teamlink.com.au)

**Date of last update: 1st October 2021**

## **Schedule 1 Definitions**

**Account** A User's registered account with Teamlink accessible via one of our secure log in areas.

**Agency** A real estate agency who is responsible for individual Agents.

**Agent** An Agency or a real estate agent who is employed or engaged by an Agency and is properly and currently licensed under the relevant law of the State or Territory. Agents include Developer Agents, Vendor Agents and Rental Agents.

**Authorised User** Any Business Portal User who has been invited by a Listing Controller to access the Property Listing.

**Authorising Instrument** As defined in clause 19. The written agreement between the Listing Controller, inviting an Authorised User to access a Property Listing. For example, an agency agreement.

**Business Portal** The website operated by or on behalf of Teamlink, located at <https://www.teamlink.com.au/> and the Teamlink.com.au mobile application, and all associated websites and mobile applications. This includes the area of the Business Portal available to the public and the area available only to logged-in Account holders.

**Developer** The owner of a Property or person with legal authority to offer the Property for sale.

**Developer Agent** An Agent engaged by a Developer pursuant to an Authorising Instrument to input sales notices and manage Property Listings via the Business Portal.

**Intellectual Property Rights** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trade marks, designs, patents, inventions, databases, discoveries, circuit layouts, copyright (including source code), rights in software, Confidential Information, know-how, business names, domain names, all analogous rights and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation of 14 July 1967 as amended from time to time. These rights include rights that may exist in applications to register these rights and all renewals and extensions of these rights.

**Lessee** A prospective or confirmed Lessee of a Property with a registered Account who has been granted access to the Property Listing by the relevant Agent.

**Our Content** All materials on the Business Portal, including Teamlink IP and our Services, except for Your Content and User Content.

**Pre-Existing IP** As defined in clause 3.1.

**Privacy Policy** means the Teamlink privacy policy available at [here](#).

**Property** The specific building or lot within the building offered for sale via the Business Portal.

**Property Listing** The secured logged in area for a specific Property which is for sale or rent, located within the Business Portal.

**Purchaser** A prospective or confirmed purchaser of a Property with a registered Account who has been granted access to the Property Listing by the relevant Agent.

**Rental Agent** An Agent legally engaged by a landlord pursuant to an Authorising Instrument to advertise a Property for lease and control a Property Listing on behalf of the landlord via the Business Portal.

**Services** All Teamlink product suite and web services, including our Business Portal, tools, systems and platforms, and extra Teamlink services such as marketing services.

**Subscriber Data** As defined in clause 21.

**Teamlink IP** Our proprietary algorithms and data transformation processes including all confidential processes used on the Business Portal, including any current or future Intellectual Property Rights belonging to Teamlink.

**Terms and Conditions** These terms and conditions, as amended from time to time.



**User or you** Any Authorised Users or other user of the Services or the Platforms.

**User Content** Any content uploaded and published on the Business Portal by any other User.

**Vendor Agent** An Agent engaged by a vendor other than a Developer pursuant to an Authorising Instrument to manage a Property Listing on behalf of the Vendor via the Business Portal for the sale of a property.

**Listing Controller** means the Developer, Vendor Agent or Rental Agent associated with the relevant Property Listing.

**Your Content** Any content you upload and publish on the Business Portal, including Subscriber Data.