

# Terms of Use

## 1 Terms of use

The Bricklet Platform and all associated websites, products, documents (including this Terms of Use) and services (collectively, **Bricklet Services**) are operated by Bricklet Ltd (ACN 632 253 056) and its related bodies corporate (referred to as **we, our** or **us**).

These terms and conditions (**Terms**) govern your use of the Bricklet Services. By accessing or using the Bricklet Services, you agree to be bound by the Terms, including any modifications to them from time to time, and you make or give the acknowledgements, representations or warranties (as applicable) in these Terms. You must not use the Bricklet Services if you do not agree to these Terms.

The Bricklet Services are intended for use only by citizens and permanent residents of Australia. You acknowledge and confirm that you are at least 18 years old, an Australian citizen or permanent resident, and legally capable of entering into binding contracts. You acknowledge and agree that we may, at any time, require you to provide evidence of your age, proof of residence in Australia, citizenship or Australian visa status.

By clicking “I Agree”, creating an account or accessing or using any part of the Bricklet Services, you agree to be bound by these Terms.

By agreeing to these Terms, you acknowledge that you have read, understood and agree to Bricklet’s Privacy Policy and Internal Dispute Resolution (**IDR**) Policy both as available at [www.bricklet.com.au](http://www.bricklet.com.au).

By agreeing to these Terms and registering on the Bricklet Services, you hereby acknowledge and agree that we are not providing any financial or other advice, and that you will obtain your own independent financial, legal and tax advice regarding the appropriateness of using the Bricklet Services having regard to your personal objectives, financial situation and needs.

## 2 Membership

### 2.1 Member Access

When you successfully register to use the Bricklet Services you will become a Member of the Bricklet Services (**Member**). Each Member will be granted a personal, worldwide, non-assignable and non-exclusive right to access and use the Bricklet Services.

When registering as a Member, you must provide us with accurate, complete and up-to-date registration information, as requested. It is your responsibility to inform us of any changes to your registration information. We will treat your personal information strictly in accordance with our Privacy Policy.

You must not:

- register as a Member multiple times; or
- impersonate or create a membership for any person other than yourself.

## 2.2 Member Accounts

Upon becoming a Member you will be given a member account with a username and password that entitles you to:

- view and access properties' digital information;
- purchase or sell equitable interests in assets or properties (**bricklets**);
- access property management services, real estate agents, lenders, property developers or other service providers that are registered on, and provide services, via the Bricklet Services (**Service Providers**); and
- use the Bricklet Platform to send instructions in regard to the buying and selling of bricklets.

## 2.3 Service Providers

Members, subject to the terms of any applicable Co-Ownership Deed, may enter into arrangements with Service Providers. The relationship that Members have with any Service Providers is independent and separate to their relationship with us. The Bricklet Services acts as a conduit for communications between Members and Service Providers only. Except in limited circumstances, we are not a party to agreements between Members and Service Providers, and Members and Service Providers will have the ability to negotiate the commercial terms of the agreements between them. We do not endorse or recommend the services of any particular Service Provider.

## 2.4 Member Wallet

Members may be given access to a digital representation of a wallet (**Wallet**) in the name of the Member to verify deposits, withdrawals and transfers to and from any trust or other account created on behalf of the Member. The amount indicated in the Wallet as available funds may be used to purchase bricklets or services from Service Providers.

You may, at any time, deposit funds into the accounts represented by the Wallet.

Any income or other proceeds payable to you as a Member will be paid into the accounts represented by the Wallet as appropriate.

All Member funds will be held in a non-interest bearing account with an authorised deposit-taking institution.

As a Member you may instruct and thereby authorise us to apply funds shown as available in the accounts represented by your Wallet to the purchase of bricklets or other products and services available on the Bricklet Services.

Members may withdraw funds from the accounts represented by the Wallet by using the Bricklet Services to instruct us to arrange for the transfer of funds to the Member's nominated bank account.

We provide a secure Member portal showing your Wallet balance and relevant Wallet transactions.

## 2.5 Security

Members must use a username and password to access and use the Bricklet Services and any feature, functionality or service provided on or via the Bricklet Services. You agree to take all reasonable steps to protect your username and password at all times and not disclose it to anyone for any reason. Other than to directly log into Bricklet Services, we will never ask you to disclose your password to us or to any third party via email or otherwise. We may ask you to change your password regularly, but recommend you do so regularly in any case.

You agree to familiarise yourself with good practice concerning the selection and management of passwords. In particular, consider using a password management service and do not choose a password that you use for another service or is readily guessed from information that can be obtained about you.

If you have any suspicion that your username or password or other confidential information regarding your Member account has been lost, stolen, accessed inappropriately or otherwise compromised, you should change your password and contact us at support@bricklet.com.au as soon as possible. You also agree to contact us as soon as possible if you become aware of the actual theft or misappropriation of your username or password, or of any unauthorised access to your Member account.

You must take your own precautions to ensure your access to the Bricklet Services does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system or other personal devices.

We may use your email address registered with us from time to time to send you confidential communications, including password resets. You agree to take reasonable steps to protect your registered email and keep it secure and only accessible by you.

### **3 Bricklet Platform**

#### **3.1 Access**

The Bricklet Platform is only available to Members, Service Providers and authorised representatives of Bricklet.

#### **3.2 No Offensive, Misleading or Illegal Posts**

You are personally responsible for your comments and any information that you post on the Bricklet Platform. You must not post information or links that are (or that link to other sites that are) defamatory, offensive, untrue or misleading, or otherwise illegal, improper or posted in bad faith.

You must not use the Bricklet Services or Bricklet Platform to:

- transmit (or authorise the transmission of) any junk mail, chain letters, unsolicited emails, or spamming;
- solicit money, passwords or personal information from any other Member; or
- harm, abuse, harass, stalk, threaten or otherwise offend other Members.

If you include links to third party websites, you may be seen as endorsing the material on such websites. It may be advisable for you to warn people accessing other sites that you do not endorse or take responsibility for material in the linked sites.

Information in comments may, where appropriate, be made available by us, another Member or a Service Provider to regulatory bodies including State and Federal police. Regulatory bodies and other users may act on information that you provide, including to take criminal or civil action against you.

### **3.3 No Embedded Scripts, Cyber Attacks or Misuse of Data**

You must not send links, use bots or embed script or code on the Bricklet Platform or on any other part of the Bricklet Services or use any system or technique facilitating any form of hacking or cybercrime (e.g. robot, spider or other device), or which seeks to compromise anyone's cyber security, to access, misuse or degrade data of Bricklet, a Member, a Service Provider or any other person, to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the Bricklet Services, or to interfere with, disrupt or create an undue burden on the Bricklet Services.

### **3.4 No Advertising**

You must not use the Bricklet Platform to advertise products or services of your own or any other person unless you have prior written approval from us.

### **3.5 Discretion to Remove, Redact, Moderate or Block**

We may, in our absolute discretion (but we are not obliged to), remove, moderate or redact all or part of any post on the Bricklet Platform, or block an entity or person (and associated entities or persons) from making posts on the Bricklet Platform or from use of the Bricklet Services generally, if it considers that a post has breached these Terms or for any other reason that we deem appropriate (e.g., the membership is no longer active).

Moderation may require comments made by a Member to be checked by us prior to posting on the Bricklet Platform in our sole discretion. Notwithstanding any moderation of comments by us, we do not in any way endorse, approve or assume any responsibility for the content or accuracy of any comments and the posting Member remains solely and absolutely liable for the content of their comments and posts.

### **3.6 No Responsibility for Comments**

As a Member, you acknowledge and agree that:

- we do not endorse or vouch for the accuracy or authenticity of Member or Service Providers posts on the Bricklet Platform. We merely provide the facility for the sharing of Members' comments;
- while we use reasonable endeavours to ensure that the Bricklet Services and materials on the Bricklet Services are available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure or error free. Your access to the Bricklet Services may be suspended without notice in the case of system failure, maintenance or repair or any reason beyond our control;
- you must disclose any interest, conflict or connection that you have when making a post on the Bricklet Platform, including any interest in any property, bricklet, business, service or product under discussion;
- the ability to post comments on the Bricklet Platform is for the purposes of disclosing relevant information to the buying or selling of Bricklet Services. Any postings or activities that we consider to be outside of this purpose may be deleted by us and the posting Member's ability to make further posts suspended or cancelled in our sole discretion without any notice or recourse; and

- other Members or Service Providers might not be who they claim to be. We will not verify or confirm any other Member's details or whether information about that Member is accurate. You should also be aware that other Members might attempt to use the Bricklet Platform for personal gain and Members should approach postings on the Bricklet Platform with appropriate caution.

## **4 Links and Advertisements**

The Bricklet Services may contain links to third party websites and advertisements including embedded links, which are provided for your information only. These links and advertisements are not part of the Bricklet Services and are not under our control. We have not reviewed any of the sites linked to the Bricklet Services and we are not responsible for the content or accuracy of any such pages, or any other sites linked to the Bricklet Services. The inclusion of any link or advertisement does not imply that we endorse or approve the linked site, advertiser or its products and services, or the subject matter of the advertisement. You access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites. If you contact a third party using a functionality provided on the Bricklet Services, we do not accept any responsibility for any communications or transactions between you and that third party.

## **5 Notifications and Correspondence**

### **5.1 Communications**

We may send you messages and other information from time to time while you are using the Bricklet Services to your registered email address. All such communications will be in English and we only accept communication to us in English. Any notice, request, demand or other communication may be sent to your registered email address last notified to us and the notice, request, demand or other communication shall be taken to have been received by you on the day that we send it without receiving any notice of failure of delivery to you.

### **5.2 Unsubscribe**

Members can unsubscribe from newsletters, alerts, marketing materials or other type of notification at the base of any notification, or manage their notifications in their Member account.

## **6 Bricklet Services**

### **6.1 Bricklet Services**

A bricklet does not, and is not intended to, constitute any interest in a property other than to represent an equitable interest of a Member as recorded on the Australian Property Co-Ownership Register (**APCOR Register**) of the corresponding property. By acquiring a bricklet via the Bricklet Services, you are acquiring an equitable interest in the property and nothing else.

The Bricklet Services offered by us is not intended to be and does not constitute an asset management service or managed investment scheme under the *Corporations Act 2001* (Cth). Members holding a bricklet in a property retain day-to-day control over that interest in the property together with any other co-owners of that property. Members are responsible for decision-making over all aspects of any property in which they own a bricklet, including (where applicable):

- occupancy;
- property management;
- rental and tenancy arrangements;
- arrangements with financiers;
- buying, holding or selling bricklets;
- arrangements with Service Providers; and
- managing any of the above relationships.

We do not exercise any discretion regarding the ownership or management of any property or any funds held in a Member's Wallet.

No information provided by us (via the Bricklet Services or any other medium) constitutes financial, legal, business, taxation or other advice or an express or implied recommendation that the Bricklet Services, property or bricklets are suitable for you. Before acting on any information provided by us, you should consider the appropriateness of the information, having regard to your objectives, financial situation and needs and obtain independent financial, legal and tax advice.

Any investment in a property and any use of the Bricklet Services may involve risk of loss, including loss of capital. We do not give any guarantees regarding the performance or any returns on investment and past returns do not constitute an indication or guarantee of future performance.

## **6.2 Power of Attorney**

In order to facilitate the Bricklet Services provided by us in relation to equitable interests and the registration of such interests on the APCOR Register of the relevant property, Members are required to appoint us as their attorney for certain specified purposes. We will only exercise this power on your behalf in accordance instructions you provide, which may include standing instructions to act in accordance with the terms of any Co-Ownership Deed. We do not have any discretion under the terms of any power of attorney to act without your direction or instruction.

## **7 Fees**

### **7.1 Fees**

The fees payable to us for your use of the Bricklet Services are disclosed on the Bricklet Platform, as amended from time to time. You will not use, authorise or enable others to use, the Bricklet Services without paying the fees to us that are applicable to that use.

### **7.2 Buy and Sell Fees for Bricklets**

Unless explicitly stated on the Bricklet platform, a buy fee of 1% of the value of a bricklet will be payable by a Member purchasing the bricklet in a secondary sale.

Unless explicitly stated on the Bricklet platform, a sell fee of 1% of the value of a bricklet will be payable by a Member wishing to sell the bricklet in a secondary sale.

### **7.3 Stamp Duty**

Stamp duty is required to be paid when purchasing any (equitable interest in a) real property in Australia. The duty varies in each State and Territory and according to the value of the property and will be payable by each Member in the applicable amount in addition to any fees specified in clause 7.1.

### **7.4 Land Registry Fees**

Land registry fees are required to be paid every time a property transfer is made, or a document is registered against a legal title. These vary in each State and Territory and will be payable by each Member in the applicable amount in addition to any fees specified in clause 7.1.

### **7.5 ELNO Transaction Fees**

The Electronic Lodgment Network Operator (**ELNO**) accessed via the Bricklet Services as at the date of these Terms is PEXA. Where applicable PEXA fees are paid by the purchaser on every transaction involving transfer of ownership interests in a property and will be payable by a Member purchasing a bricklet in the applicable amount in addition to any fees specified in clause 7.1. The ELNO used on the Bricklet Services may change from time to time as determined by us in our absolute discretion.

### **7.7 Legal and Conveyancing Fees and Costs**

Legal and conveyancing fees and costs will be payable by you in relation to transactions involving bricklets.

## **8 Termination and Suspension**

We may terminate or suspend access to your Member account at any time if an incorrect username or password is entered or if we reasonably believe:

- your account is at risk, has been compromised, or for other general security reasons, in which case you will be unable to access your account until it is reactivated;
- You have not used the Bricklet Platform or the Bricklet Services in good faith;
- You have not used the Bricklet Platform or the Bricklet Services or information received as a Member for a proper purpose;
- you have breached or failed to comply with any of these Terms or any other agreement in place relevant to the Bricklet Services, including failure to pay any sum of money to us or any other Bricklet Services user (including Service Providers) when due;
- you are in violation of any law or regulation (whether foreign or local) that is applicable or relates to the Bricklet Services; or
- you are in anyway involved in any fraudulent activity, money laundering, terrorism financing or other criminal or immoral activity.

We shall notify you either prior to the suspension or, if prior notification is not possible, promptly after the suspension (unless prohibited by law). If we exercise a right to suspend your account, you must pay any losses, costs or expenses that we incur in relation to such action.

If we suspect fraud or improper purpose on your part we may reverse any transaction, report any transaction to appropriate authorities, claim damages from you or close or suspend your account without any recourse on your part.

## 9 Privacy and Information

You agree to provide us personal information (including evidence of your identity, citizenship and country of residence) and consent to us collecting, storing, using and disclosing such personal information in accordance with our Privacy Policy available at [www.bricklet.com.au](http://www.bricklet.com.au). We may amend our Privacy Policy from time to time by publishing such amendments on the Bricklet Services. We encourage you to check [www.bricklet.com.au](http://www.bricklet.com.au) periodically to ensure that you are aware of our current Privacy Policy.

You authorise us to use any personal information we collect from you, or other relevant documents and information to:

- assess your request to access the Bricklet Services as a Member;
- provide any of the Bricklet services to you in accordance with these Terms;
- allow us to communicate with third parties in connection with the matters contemplated by these Terms; and
- ensure that legal and regulatory requirements under applicable laws (including relating to anti-money laundering (**AML**) and counter-terrorism financing (**CTF**)) are met.

You authorise us to disclose your personal information to:

- credit reporting agencies for the purpose of our obligations under the AML/CTF regime;
- Service Providers;
- other companies, organisations or individuals if we believe in good faith that it is required to comply with any applicable law or enforceable request by a Government or other legal body;
- Government and other regulatory bodies and authorities whether in Australia or elsewhere;
- payment system operators; and
- third parties for marketing activities.

You represent and warrant that you have the necessary authority to provide personal information about you and if acting;

- on behalf of joint owners, for each of the other joint owners; or
- as a trustee, all beneficiaries, settlors, appointers or protectors.

You must notify us in writing when any of the information provided by you changes.

We may process and store information about you on a device located outside the country where you live in electronic form or hard copy.

You have a right to access, update or delete any personal information that we hold about you. Sometimes there may be a reason such as legitimate business or legal reasons as to why access will not be possible. If that is the case, you will be told why. We may combine information about you from the Bricklet Services with information from other products and services we develop on our own.

You are not required to provide us with your personal information, but if you do not, we may be unable to provide you with some or all of the Bricklet Services (including access to the Bricklet Services).



## 10 Intellectual Property Rights

The Bricklet Services are subject to copyright and possibly other intellectual property rights.

We retain all rights, title and interest in and to the Bricklet Services, and nothing you do on, via or in connection with the Bricklet Services will result in a transfer to you of any intellectual property rights or any content that may be accessed or gathered as a result of using the Bricklet Services.

Without our written permission, you may not frame or mirror or use for an improper purpose any part of the Bricklet Services or copy, modify, adapt, distribute, sell or licence any part of the Bricklet Services, nor may you reverse engineer, decipher, decompile, disassemble or attempt to extract the code of the Bricklet Services or cause any other person to do so. You agree that any revenue, proceeds obtained by you or by any other person as a result of a breach of this clause and for 5 years from the breach is a fair partial compensation to us and is immediately and irrevocably payable to us irrespective of us exercising our rights or not in assessing for further damages.

You must not remove, obscure, or alter any branding, logos, legal or other notices displayed in connection with the Bricklet Services. Nothing displayed on the Bricklet Services should be construed as granting any right of use in relation to any logo, masthead or trademark displayed on the Bricklet Services without the express written consent of the relevant owner.

If you submit feedback comments, suggestions, ideas, description of processes, or other information about the Bricklet Services (**Information**), we may use it without incurring any financial or other obligation to you. You grant us a worldwide, royalty-free, non-exclusive, perpetual and irrevocable right to use, copy, modify and otherwise exploit the Information, without any restriction or obligation on account of intellectual property rights or otherwise.

## 11 Dispute Resolution

### 11.1 Internal Dispute Resolution

We are committed to dealing and resolving issues that arise on the Bricklet Services in accordance with our IDR policies.

We have an IDR Policy available at [www.bricklet.com.au](http://www.bricklet.com.au) which aims to facilitate an effective and timely resolution of disputes between:

- Members;
- Members and Service Providers; and
- Members and Bricklet.

If you wish to make a complaint about the Bricklet Services, or any other issue arising on the Bricklet Services, you can contact us at [support@bricklet.com.au](mailto:support@bricklet.com.au) or via the Contact Us function at [www.bricklet.com.au](http://www.bricklet.com.au). Please include your name, email address and/or telephone number and set out as much information as possible concerning your complaint.

We treat all information submitted in connection with complaints in confidence. Any information collected during the internal dispute resolution process is collected for the purpose of evaluating and improving our processes and procedures.

Copies of information gathered or exchanged during the IDR process will be made available to you upon written request.

We may amend our IDR Policy from time to time by publishing such amendments at [www.bricklet.com.au](http://www.bricklet.com.au). We encourage you to check [www.bricklet.com.au](http://www.bricklet.com.au) periodically to ensure that you are aware of our current IDR Policy.

### **11.2 Bricklet's Records are Conclusive**

In the case of a dispute, in the absence of evidence to the contrary, our records of electronic or telephone communications shall be conclusive of the details of the communications by the Bricklet Services, email, internet or telephone (as the case may be) between Members, Members and Service Providers, and Members and us.

### **11.3 Referral of Complaints**

We will give you a written response to your claim and the reasons for reaching a particular decision as set out in our IDR Policy. If you believe that we have failed to address your complaint satisfactorily, we will provide you with information about any further steps you may take including how to escalate the complaint to an external body or terminate your participation in accordance with clause 8.

## **12 Liability and Indemnity**

### **12.1 No Liability**

We are not responsible or liable for any losses, disruption damage or missed opportunity that you or any other Member may incur or experience as a result of the use of the Bricklet Services. You accept and acknowledge that, except to the extent that liability cannot by law be excluded, none of Bricklet and our advisers, officers, employees and agents accept any responsibility in relation to the Bricklet Services. To the extent permitted by law, Members agree to release Bricklet and our advisers, respective officers, employees and agents from all actions, claims, demands and proceedings (**Claims**) which Members have, or Claims against any of them in connection with the Member's application and participation in the Bricklet Services (including any subsequent cessation of the service).

### **12.2 Indemnity**

Members are liable for, and indemnify us for costs, losses and Claims;

- suffered or incurred as a result of loss in value of any bricklets;
- suffered or incurred due to breach of contract, negligence, failure to pay or deliver services, fraud or other conduct or omissions of Service Providers or other Members;
- suffered or incurred as a result of us restricting access to your Member account or the Bricklet Services;
- caused by unauthorised use of your Member account, your Wallet, the Bricklet Services or registered email account because of your failure to keep passwords or your computers and mobile devices secure; or
- caused by a breach of these Terms.

### **12.3 Limit of Liability**

To the maximum extent permitted by Law, our total liability for claims you may have under these Terms, including for any implied representations or warranties, is limited to the amount paid by you to us to use the Bricklet Services during the prior 12-month period. In no case whatsoever shall we

be liable for any cost, loss, damage or expense that is not reasonably foreseeable or expressly stated or is consequential.

### **13 Variation**

We may amend these Terms at any time, by providing written notice to you (**Notice of Variation**). The variation of the Terms will be taken to be effective 30 days after Notice of Variation (**Effective Variation Date**). Your subsequent or continued use of the Bricklet Services after the Effective Variation Date, and notwithstanding any communication by you in response to our Notice of Variation, will constitute your acceptance of the variation. If you do not agree to a variation and you have not used the Bricklet Services after the Effective Variation Date, then we may terminate or suspend access to your Member account immediately and you may lose access to any Bricklet Services at your cost. We regularly change and improve our Bricklet Services. We may automatically update the Bricklet Services whenever a new version or feature is available or if we remove certain functionality for any reason. You will not have any recourse if we change or remove any functionality, and you will not do anything to restrict or prevent such updates applying to any products and services that you have developed or use in connection with the Bricklet Services.

The Bricklet Services may use third party products and services that we licence or otherwise use legally but we provide no warranty or assurance whatsoever that the Bricklet Services will continue to those third party products and services in the future.

### **14 General**

#### **14.1 Support**

As a Member, you can expect to receive technical support concerning how to use and understand the Bricklet Services, by sending an email to [support@bricklet.com.au](mailto:support@bricklet.com.au).

#### **14.2 Severability**

Any term of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of these Terms is not affected.

#### **14.3 Right to Sue**

If you do not comply with these Terms and we fail to take action immediately, we are not giving up any right that we may have to take action in the future.

#### **14.4 Jurisdiction**

These Terms are governed by the laws of New South Wales, Australia. If you are a resident in Australia, each party submits to the non-exclusive jurisdiction of the courts of the State or Territory in which you ordinarily reside. If you are not resident in Australia, each party submits to the exclusive jurisdiction of the courts of New South Wales, Australia.

#### **14.5 No Waiver**

No waiver of any term of the Terms shall be deemed a further or continuing waiver of such term or any other term. Any failure to assert any right under the Terms shall not constitute a waiver of such right.