



## Client Service Agreement

**Schedule** – This Schedule must be read in conjunction with the terms and conditions and the additional schedule/s to this agreement.

*[Last updated 13 August 2021]*

<b>Agreement date:</b>	[date last person signs]		
<b>Start date:</b>	[date the Sales Listing goes Live]		
<b>Listing Term:</b>	Unlimited/3 months/6 months, 12 months/Until Sold		
<b>Parties</b>			
<b>ARV 'our, 'we' or 'us'</b>	Neil Schwennesen trading as Standout Website Design Services	<b>ABN:</b>	37 856 227 787
<b>Address:</b>	Lethbridge Park, New South Wales		
<b>Contact:</b>	<b>Email:</b> admin@standoutwebsitedesignservice.com.au	<b>Phone:</b>	0403 558 090
<b>Client: 'you' or 'your'</b>		<b>ABN:</b>	
<b>Address:</b>			
<b>Contact:</b>	<b>Email:</b>	<b>Phone:</b>	
<b>Services:</b>	Retirement and Lifestyle Sales Directory Listing Services		
<b>Sales Listing Plans:</b> <i>Refer to Schedule 2 for inclusions</i>	<b>Standard Listing</b> <b>\$275 (Until Sold)</b>	<b>Silver Listing</b> <b>\$425 (Until Sold)</b>	<b>Premium Featured</b> <b>\$695 (Until Sold)</b>
<b>Retirement Village Listings:</b> <i>Refer to Schedule 3 for inclusions</i>	<b>Complimentary Listing</b> <b>FREE (UNLIMITED)</b>	<b>Silver Listing</b> <b>\$499 (12 months)</b>	<b>Premium Featured</b> <b>\$995 (12 months)</b>
<b>Payment Terms:</b>	<i>Fees must be paid in FULL before GO-LIVE.</i>		

<b>Timing of Payments:</b>	<b>Estimated Date due</b>	<b>% of price</b>	<b>\$Amount</b>
	[add lines needed]		
<b>Special conditions:</b>	<i>Refer to Schedule 4</i>		

## Terms and conditions

### 1 Application

- 1.1 This is the agreement we use for delivering our **Retirement and Lifestyle Sales Directory Listing Services** to you. It explains each of our responsibilities and is designed to protect you as well as us. When we use the word 'Services' or 'services' in this agreement, we mean the services we have set out in the schedule/s to this agreement.
- 1.2 By asking us to start work, signing this agreement or paying an initial deposit or any part of our fees, you are agreeing to be bound by these terms. This agreement does not need to be signed to be legally binding.
- 1.3 We encourage you to read and understand the agreement, and to ask us any questions about the inclusions or charges set out, before agreeing to these terms. If the service you are after is not in this agreement, then it is not included, and is not to be provided by us. To avoid confusion, any prior or other standard terms, information, promises, or representations are specifically excluded.
- 1.4 Where we provide time frames for completion of the services or part of the services, these are estimates only. We will consult with you, and while we aim to meet timeframes, although we reserve the right to update the timeframes at any time if required.

### 2 Service Assistance

- 2.1 Developing Retirement and Lifestyle Sales Directory Listings requires your creative and personal input. We do not decide any Sales Listing Details. You must do your own research and due diligence and provide this information to us. We also need from you any graphic design, logo's/images, audio / visual grabs and recordings, creative content writing. Your input, creative knowledge and marketing strategies are necessary to optimise the visibility of any Sales Listing.
- 2.2 We aim to be transparent about the way we work and keep you up to date with each step. Please let us know as early as possible if you have any questions or concerns.
- 2.3 What we do is sometimes dependent on how third-party platforms work, for example, Apple, Facebook, Instagram, You-Tube, Google. Those third-party platforms may change without notice and interrupt or delay the work we perform for you.
- 2.4 We are not responsible for any loss or damage incurred by due to changes made by third party platforms or because of the services that we provide to you using these platforms.

### 3 Editing

- 3.1 Each of our Sales Listing and Retirement Village Listing Packages offers different options in relation to complexity, time invested by us and by you, and variable review and editing opportunities to match the level of service that you have purchased.
- 3.2 The review and editing opportunity or opportunities included allow us to professionally deliver our services to you while working with your budget and time constraints.
- 3.3 Editing means adjusting, where possible, that you request. It does not mean starting from scratch, re-designing, upgrading, or undertaking additional work (such as adding new features or functionality)

outside of the scope of work we have agreed to provide (unless you have agreed to pay our service fees for undertaking any additional work).

- 3.4 We offer two (2) main Listing Plans: (1) Sales Listings for Vendors and (2) Retirement Village Listings.
- 3.5 Generally, and unless we agree otherwise in writing with you, our **Sales Listings for Individual Vendors** are:
- (a) **Standard Listing:** minimal editing is included in your Package price. We will provide you with one (1) revision opportunity. If you ask for further editing or wish to add any upgrades, re-design, features, or functionality then we will quote you for this additional service.
  - (b) **Silver Listing:** editing is included in your Package price. We will provide you with two (2) revision opportunities. If you ask for further editing or wish to add any upgrades, re-design, features, or functionality then we will quote you for this additional service.
  - (c) **Premium Featured Listing** customised editing is included in your Package price. We will provide you with three (3) revision opportunities. If you ask for further editing or wish to add any upgrades, re-design, features, or functionality then we will quote you for this additional service.
- 3.6 Generally, and unless we agree otherwise in writing with you, our **Retirement Village Listings** are:
- (a) **Complimentary Listing:** minimal editing is included in your Package price. We will provide you with one (1) revision opportunity. If you ask for further editing or wish to add any upgrades, re-design, features, or functionality then we will quote you for this additional service.
  - (b) **Silver Listing:** editing is included in your Package price. We will provide you with two (2) revision opportunities. If you ask for further editing or wish to add any upgrades, re-design, features, or functionality then we will quote you for this additional service.
  - (c) **Premium Featured Listing** customised editing is included in your Package price. We will provide you with three (3) revision opportunities. If you ask for further editing or wish to add any upgrades, re-design, features, or functionality then we will quote you for this additional service.
- 3.7 To request an edit:
- (a) Unless we agree otherwise, you have three (3) days to provide changes and comments after we interview you. If you are unwell, this time frame may be extended by agreement with us. If we do not receive a request from you, we may proceed as if changes are not required ('deemed approval').
  - (b) We ask that you email us your requested edit/s, in one complete brief, rather than multiple emails. Each email, unless we agree otherwise, is considered a separate round.
  - (c) Extended revisions outside of the scope of the services will be charged at our applicable hourly rate of \$120.00 plus GST per hour.
  - (d) If a Sales Listing or Listings are abandoned or suspended, an administration fee may apply to reactive that project.
  - (e) Once we have your approval (or deemed approval) at each stage, any further requests will incur additional charges.

#### 4 Making Changes & Variations

- 4.1 Changes can enhance or reduce the quality of your Sales Listing. Changes may be necessary by either you or us to enable your Sales Listing to be compatible with the form, function, and layout of our website. We will not be liable for any loss or damage arising because of your Sales Listing or any changes that are made by you or us.
- 4.2 All variations must be requested in writing and approved in writing and signed by us. If you ask for any variation, change, alteration, amendment, additional work then this is what we call a 'variation.' Any variations once the listing is "published" may incur an additional charge which will be discussed with you prior to any proposed variation/s being agreed to.

#### 5 Content

- 5.1 We may request or you may wish to provide us with content relevant to your business, for example, images, graphics, photographs, existing logos, branding, or other content to assist us to understand your business and develop our design strategy.
- 5.2 It remains your primary responsibility to ensure all material you provide to us is compatible with our website and platforms and that it is owned or lawfully purchased by you and that you provide it to us royalty free and free of any moral or lawful claim by any other person or entity.

#### 6 Sales Listing Design & Upload Process

- 6.1 We will undertake several steps associated with the following phases of any Sales Listing process that we undertake for you.
- 6.2 We refer to the first step as the Pre-Design Consultation phase. During this time, we seek to understand your objectives. This is important at the commencement of any Sales Listing process.
- 6.3 We refer to the second step as the Go-Live phase. During this time, all of the information you have provided to us is consolidated and when you tell us (and we agree) that your Sales Listing is ready it will be uploaded and visible on our website. This is what we mean by "Go-Live."
- 6.4 We rely on the information that you provide to us about your objectives in order to determine the scale of the services that we provide to you. This includes your budget, time constraints and what measures you and we are able to agree upon to try and enhance and optimise your Sales Listing/s.
- 6.5 We will, in consultation with you, customise the Sales Listing to suit the Package that you have purchased from us bearing in mind that:
- (a) Schedule 3 of this agreement sets out the standard inclusions for each Package; and
  - (b) Schedule 4 gives you the opportunity to record any additional requests, features, functions, edits, services, objectives, or assistance that are important to you.
- 6.6 At all times any variations, changes, or additional work that you ask us to perform will only be undertaken by us if we have agreed to the variations, changes, or additional work, in writing with you and you have agreed to pay us the agreed fees or rate for any variations, changes or additional work.

Pre-Design Consultation	Go Live Phase
<ul style="list-style-type: none"> <li>• <b>Consultation</b> to understand your objectives at the commencement of the Sales Listing.</li> </ul>	<ul style="list-style-type: none"> <li>• <i>Mock-up creation of Sales Listing</i></li> <li>• <i>Client reviews look &amp; feel and request edits</i></li> </ul>

<ul style="list-style-type: none"> <li>• <b>Determination</b> of the scale and scope of the Services you are asking us to deliver (Schedule 3, inclusions) and if there are any special requirements (Schedule 4 – Special Conditions).</li> <li>• <b>Customise</b> decide your budget and select the plan that best suits your needs and the scope of work that you require.</li> <li>• <b>Check</b> any customised templates or plug-ins, security, coding with you and confirm how you will deliver your Sales Listing content and graphics to us.</li> <li>• <b>Check</b> any responsive design capabilities to be viewed on desktop, tablet, or mobile devices.</li> </ul>	<ul style="list-style-type: none"> <li>• Approval by client prior to creation on website/server.</li> <li>• Add in copywriter and/or photographer text that you provide to us.</li> <li>• Use of original images is encouraged rather than stock photography.</li> <li>• Prepare Landing Page.</li> <li>• Set a Date for Go Live.</li> <li>• Option: online marketing utilising SEO or social media marketing strategies [additional costs apply].</li> <li>• Confirm that you are ready.</li> <li>• Go Live.</li> </ul>
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## 7 Third Party Platforms

- 7.1 We may suggest or use third party platforms to create or deliver our Services to you or for you to communicate with us. Third Party Platforms may include software programs or social media platforms such as Facebook and Instagram. It may also include virtual meeting platforms, remote accessing programs or tools, search providers, Google or other programs or products that do not originate from us or belong to us, as well as marketing automation platforms or other software or tools.
- 7.2 Any third-party provider has its own terms and conditions. It is your responsibility to read the terms and conditions and be satisfied they are acceptable for your use. Unless otherwise specified in this agreement, you are solely responsible for the setup, maintenance, and on-going cost of maintaining your own third-party platform accounts.
- 7.3 Third party-platforms may change their policies and processes at any time and without notice. This may cause interruption or delay in us providing our services to you. This may also result in unexpected changes to software, programming, accessibility, or accessibility by you to the services we have provided for you. This includes the closure by the platform provider of an account, function, feature or other part of any third-party program, platform or software without notice or explanation during the provision of services by us to you. We are not liable for any loss or damage incurred by you if this happens.

## 8 Account Billing

- 8.1 Unless otherwise agreed, our fees must be paid as requested before your Sales Listing/s Go-Live.
- 8.2 If we enter a fee arrangement with you it is agreed by you that the balance of our fees must be paid in full before we deliver our final service/s to you.
- 8.3 To deliver our services professionally and on time we schedule our workflow and limit the number of clients we take at any given time. If you repeatedly miss your scheduled appointment time/s, we may charge you a missed appointment fee. If this occurs, will we advise you.
- 8.4 Missed appointment fees may be charged on the basis of time and in accordance with our hourly rate of \$120.00 plus GST per hour.

- 8.5 If you terminate this agreement before we deliver completion of our services to you, our fees will be charged fairly in accordance with the services that we have provided. We may offer no refund or only a part refund of money you have paid in advance, and we will provide you with an invoice setting out our fees. You agree to pay this invoice, prior to terminating our services. In this instance, our fees will not exceed the amount payable under this agreement (unless extended services have been provided outside of the agreed scope of your selected package) and our invoice will reflect our work and administration costs.
- 8.6 If you request to have our services paused, we may allow this at our discretion however we may impose a fee to reactivate your project. Reactivation fees are charged at our sole discretion, and we will advise you of these costs upon request.
- 8.7 Unless we have agreed otherwise, you agree to pay interest at a rate of 8% per annum calculated from the date of invoice on any late or unpaid debt (both prior to and after judgment, if applicable).
- 8.8 Unless stated otherwise, our fees are in Australian Dollars and GST is not applicable to our pricing as we are currently not registered for GST.
- 8.9 If we let you know that we are registered for GST, you agree to pay an additional amount sufficient to cover the GST or other taxes (if you are outside of Australia) applicable for your country of origin.

## **9 Suspension of Services**

- 9.1 You agree we may suspend our services if you do not make agreed or invoiced payments or if you repeatedly fail to respond to requests for information or feedback. We will not be liable for any loss you suffer due to any suspension action taken.

## **10 Intellectual Property (IP)**

- 10.1 All intellectual property rights in content or other material made or supplied by us to you belong to us. We own the intellectual property rights in the material we use to deliver the services, or we have permission to use that material and share it with you for the purpose of providing our services.
- 10.2 No person or organisation has permission to use our IP or any part of it unless we have given our prior and express written permission to do so. In some instances, we will provide you with permission, we have detailed these circumstances below (referred to as a non-exclusive licence). To protect our IP rights, we can also withdraw, vary, or add conditions to this permission at any time should we feel that our rights or business interest are being infringed (in a way not intended) or negatively impacted.
- 10.3 For clarity, all legal and moral rights and entitlement are claimed by, are owned, and remain with us in relation to:
- our registered business, company names and trademarks including but not limited to:
    - Australian Retirement Villages, [www.australianretirementvillages.com.au](http://www.australianretirementvillages.com.au)
    - Standout Website Design Services, [www.standoutwebsitedesignservices.com.au](http://www.standoutwebsitedesignservices.com.au)
    - [insert additional]
  - materials, methods, branding, marketing, copyright, trademarks, videos, digital interviews and presentations, written/audio/visual stories, articles, banners, or any form of publication, promotion, or video. This includes recordings and images we place on You Tube, LinkedIn, Instagram, Podcasting or Social Media platforms or provide to you as part of the delivery of our agreed services. For example,

we own the IP on all customised programming and design that we produce for you unless otherwise specified and you authorise us to retain, use, promote, publish, and deal with it without any claim by you for ownership or royalties from us.

- any associate webpage or links on our platforms, video or audio grabs or sound bites, revisions, drafts, designs, strategic planning, or other services we provide to you whether approved by you or not, any collateral creation (including marketing or story telling graphics), and any items you authorise us to publish about you or because of materials you provided to us to promote you, your business or brand.
- our registered and unregistered branding, rights, title, and interest to what we have developed.
- our copyright, patents, trademarks, service marks, designs and rights in designs, applications to apply for registration of any rights, our trade business and company names.
- our internet domain names, database rights, rights in software and
- the methods of service delivery that we have created.
- our IP does not need to be registered or be held under legal copyright by us to be protected and our Intellectual property rights and moral rights have the same meaning given under the Australian Copyright Act 1968.

10.4 Please contact us to arrange a license fee or other payment arrangement if you require use or ownership of the intellectual property after termination of this agreement. We must reach an agreement with you, and you must not assume that you are able to continue use after termination of this agreement.

## **11 Non-Exclusive Licence to Use our Materials**

11.1 We may grant you a non-exclusive licence to use our materials and IP. When we do this, it is agreed that we retain all legal and moral rights, copyright, and ownership of the materials and that the sole purpose of granting access to you under a non-exclusive licence is for the purpose of delivering our services to you and no other person or entity not authorised under this agreement.

11.2 Please do not share our materials or methods as this would infringe upon our rights and significant investment in developing our business and goodwill.

## **12 Photography and Video Consent**

12.1 By entering into this agreement with us you provide us with your express and irrevocable consent to us to make or take digital, audio, visual and/or photographic recordings and images of you, and if you are a business, your brand and your business and to retain and use this content.

12.2 You grant us a license to use, copy, edit, transmit, publish, promote, or otherwise deal with the content referred to in this clause free of all royalties or claims to fees or compensation by you and to indemnify us from any third-party claim to royalties, fees, compensation, or damages.

12.3 You warrant that if you are not the registered owner of the property that you are asking us to list on our website that you have the legal authority and consent of the legally registered owner to do so.

## **13 Your Data**

13.1 You grant us your express and irrevocable licence and consent to our use of your name and if you are a business, your business name, logo, or any testimonial provided by you for the purpose of this agreement.



- 13.2 You grant us a license to use, copy, transmit and store your data, materials, and IP for the purpose of providing the services free of all royalties and to indemnify us from all claims by any third-party to royalties, fees, compensation, or damages arising out of the use of these items including any data images or materials you supply to us.
- 13.3 Our privacy policy can be found on our website at [www.australianretirementvillages.com.au](http://www.australianretirementvillages.com.au) and we ask that you now take the time to read and understand this policy along with the terms and conditions of use of our website.
- 13.4 While all care is taken to securely store your materials and data, including regularly performing backups, we do rely on third party providers for storage and other services, and we make no warranty that our backups will be accessible by you or that your data will be safe. We will not be responsible or liable for the theft, deletion, correction, destruction, damage, loss, or failure of any of your material or data.
- 13.5 If this agreement is terminated, we will hold any original or unused materials and data for a maximum period of ninety (90) days from the date of termination. We will give you access to these items at your request provided you have not breached this agreement. After the ninety (90) day period has ended, materials and data may be permanently deleted from our platform, storage, and/or operating systems.

#### **14 Non-exclusivity**

- 14.1 By entering into this agreement, we do not enter any form of exclusive arrangement with you for the supply of the services. We may at any time supply similar services or the same services to anyone else.

#### **15 Upgrades**

- 15.1 You acknowledge that digital and online environments are constantly changing and that we may change or amend part of the services if we believe that something, we have offered is no longer effective, available, or financially viable, or there is something better than originally proposed. We will advise you of any changes in the services before they take effect and the fees that you will be billed by us for and that you agree you are obliged to pay for if you wish to access any changed or amended part of our Services, including but not limited to upgraded functions, features, modules, security, and accessibility.

#### **16 Sub-contracting**

- 16.1 We may subcontract part or all the services or use external suppliers. Any subcontractors or external suppliers will be bound by the terms of this agreement.

#### **17 Security, accessibility, and Integrations**

- 17.1 Any data stored in or processed by us is primarily stored or processed in Australia. However, due to the third-party services we use, the nature of the internet and the way data is transmitted, some data may be stored, mirrored, or transferred to other locations.
- 17.2 Where our (or a third party's) software or systems integrates with your or another's software, systems, or website, we accept no liability for the integration process, the pushing of information or the loss of information if integration is unsuccessful. This applies even if the integration was initiated by us.
- 17.3 We disclaim all liability for any computer virus or technological problems that were not intentionally caused by us or are beyond our control.

#### **18 Limitation of liability**

- 18.1 We are not liable for the accuracy or lawfulness of any content you provide to us or for any content, material, or publication (including audio recording) that we produce on your behalf.
- 18.2 To the fullest extent permissible by law, and without limiting Australian Consumer Law or other applicable laws, in the event of any fault in the services, our liability will be limited, at our choice, to:
- (a) supplying the services again;
  - (b) repairing any fault in the services caused by us;
  - (c) payment of the cost of having any fault in the services caused by us repaired; or
  - (d) payment of the cost of having the services supplied again.
- 18.3 Notwithstanding any other clause in this agreement, you agree that our total maximum aggregate liability to you for any action or claim or group of actions or claims is the amount actually paid by you for services under this agreement rendered in the three months immediately preceding the date of dispute (or latest in time dispute if more than one dispute).
- 18.4 Neither party will be liable for lost revenues, profits, or savings, nor for any indirect, exemplary, punitive, special, or consequential loss or damages of any party, including third parties, even if a party has been advised of the possibility of that loss or damages.
- 18.5 This limitation of liability applies to the fullest extent permitted by law, and survives any termination or expiration of this agreement, or your use of the services.

## **19 Termination**

- 19.1 This agreement starts on the start date and continues until all agreed work detailed in the proposal has been completed and paid for. Either party may terminate this agreement by providing 14 days' notice to the other party. If you terminate this agreement, you will still be liable to pay for the services, we have provided to you, up to and including, the date of termination.
- 19.2 If you are in default under this agreement or are unresponsive to our communications, we may provide written notice to you setting out the details of your default or unresponsiveness and allowing you 7 days to rectify the same. If you do not rectify the default or unresponsiveness in the 7-day period, we may give you written notice suspending the services we provide. If, after 7 days of our services being suspended, you have not rectified the default or unresponsiveness, we may terminate this agreement by giving you written notice, with termination effective as at the date of the written notice.
- 19.3 If we are in default under this agreement, you may provide written notice to us setting out the details of our default. If we agree there is a default and we do not fix the default within 21 days of the date of your notice, you may give written notice to us terminating this agreement and the date of termination will be the date we receive your lawful termination notice.
- 19.4 Following notice of termination by either party:
- (a) all fees and other charges you have agreed to pay or that have been incurred up to the termination date, will become immediately due and payable.
  - (b) you must cancel any automated direct deposits, direct debit, or credit card facilities in place at the time of termination.
  - (c) we are not responsible for any third-party fees incurred after the termination date.

## **20 Dispute Resolution**

- 20.1 If a dispute arises in relation to this agreement, please let us know first and we will try to resolve it in good faith with you.
- 20.2 Either party can give written notice stating what is in dispute and can request a meeting to resolve the matter. If this happens, each party must meet in good faith and act reasonably in endeavouring to resolve the dispute quickly through negotiation.
- 20.3 Any dispute, controversy or claim arising out of, relating to or in connection with this agreement, including any question regarding its existence, validity, or termination, that the parties cannot resolve within the 30 days shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English. The governing law will be the law of New South Wales, Australia. The number of arbitrators shall be one and the following rules will apply:
- (a) Arbitration must be commenced within one calendar year of the date of notice of dispute.
  - (b) The costs of arbitration will be borne equally between the parties in dispute unless otherwise ordered by the arbitrator.

## **21 Damaging Event (Force Majeure)**

- 21.1 A damaging event, also known as a 'Force Majeure Event', means an event that is beyond a party's control, including but not limited to war, pandemic or other serious Health outbreak or concern, fire, earthquake, labour dispute, act of God, death or serious injury or illness, unavailability of any electricity or other utilities, or unavailability or material change in any third-party technologies or platforms (or the rules governing such technologies or platforms) and any local, state, federal, national, or international law or governmental order.
- 21.2 Other than for payments due:
- (a) neither party will be liable for delay or failure to perform its obligations under this agreement if that delay or failure is due to a Force Majeure Event;
  - (b) if a delay or failure of a party to perform its obligations is caused or anticipated due to a Force Majeure Event, the performance of that party's obligations will be suspended.
- 21.3 If a Force Majeure Event causes a delay, suspension, or termination of this agreement, you agree that payment of all services or work completed up to the date of suspension or termination are still payable by you.

## **22 Assignment**

- 22.1 Either party may assign or transfer its rights or obligations under this agreement provided that all services and payments are up to date and the party seeking to assign their rights has provided 14 days prior written notice to the other party.

## **23 Confidentiality**

- 23.1 You may provide information to us that is important and confidential to you or your business. We will only use that information to provide the intended services to you.
- 23.2 Our contracts and business methods, including any fee structure that we negotiate specifically with you, is part of our confidential information, and you agree to keep them confidential (unless this information is already available in the public domain, i.e., published on our website).
- 23.3 These obligations of confidence will cease to apply in relation to information that either party is required to disclose by any law, or which becomes part of the public domain other than as the result of a breach by the disclosing party of its obligations of confidence under this agreement.

## **24 General**

### 24.1 Notices :

- (a) Any required notice between the parties, including a notice of dispute, may be provided electronically in writing to the email contact details notified in the schedule, or as later notified in writing.
- (b) Notices sent electronically are deemed to have been received on the same business day if sent prior to 4.00pm on that business day and otherwise, the next business day (where a business day is a day that is not a public holiday, Saturday, or Sunday in NSW).

24.2 Severability - If any of these terms and conditions are determined to be invalid or unenforceable, then the invalid or unenforceable provision will be deemed replaced by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the terms and conditions will continue in effect.

24.3 No Detriment - A clause in this agreement will not be invalid, void or severed because it is more favourable to one party than the other, and if a clause in this agreement is more favourable to one party than the other then the parties agree that no adverse presumption, detriment or finding will be made to the detriment of a party because that party drafted the agreement. The parties agree that they are each sufficiently commercially sophisticated and savvy to understand all of their rights when entering into this agreement.

24.4 Waiver - Any time or other extension granted by us will not in any way amount to a waiver of any of our rights or remedies under this agreement.

24.5 Counterparts - This agreement may be executed in several, all of which if signed and taken together constitute a single agreement between the parties.

24.6 Entire Agreement – This document is the agreement between the parties and anything else discussed before and or afterward is not part of the agreement or fees charged unless it was included.

24.7 No Relationship - We are providing services to you as an independent contractor and nothing in this agreement should be interpreted to suggest otherwise.

24.8 Governing Law - This agreement is governed by the laws of New South Wales; Australia and the parties agree to be subject to the jurisdiction of the courts of that jurisdiction.

End.

## SCHEDULE 2 – Inclusions

<b>Sales Listings (Vendor)</b>	
<ul style="list-style-type: none"> <li>The For Sale Listings pages are designed for the promotion and marketing of individual retirement village units being sold by either the owner of the Retirement Village or where circumstances allow the resident owner of the unit.</li> </ul>	
<b>Standard Listing \$275 Until Sold</b> <i>Get Access to More Features</i>	
<ul style="list-style-type: none"> <li>Quality with affordable pricing</li> <li>Package is suited to budget and allows for a Sales Listing until sold</li> <li><b>Up to six (6) photos</b> displayed on our website in relation to each individual Sales Listing</li> <li><b>Price is per Sales Listing</b> (i.e., property)</li> <li><b>Full Description</b> of the Property and its features (you supply this content)</li> <li><b>Interactive Map Pin</b> – to enable Retirees/Purchasers to locate your Sales Listing by region or area of interest</li> </ul>	
<b>Silver Listing \$425 Until Sold</b> <i>Get All of Our Features</i>	
<ul style="list-style-type: none"> <li>Mid-Tier level support and inclusions</li> <li>Package is suited to budget and allows for a Sales Listing until sold</li> <li><b>Up to eleven (11) photos</b> displayed on our website in relation to each individual Sales Listing</li> <li><b>Price is per Sales Listing</b> (i.e., property)</li> <li><b>Full Description</b> of the Property and its features (you supply this content)</li> <li><b>Interactive Map Pin</b> – to enable Retirees/Purchasers to locate your Sales Listing by region or area of interest</li> <li><b>Description</b> of the Retirement Village</li> <li><b>Up to 5 (5) photos</b> of the Retirement Village</li> <li><b>Plan of the unit</b> for sale</li> </ul>	
<b>Premium Featured Listing \$695 Until Sold</b> <i>Great Value for Money Listing</i>	
<ul style="list-style-type: none"> <li>Top-Tier premium level support and inclusions</li> <li><b>Featured at Top of Sales Listings Search Results</b></li> <li><b>Price is per Sales Listing</b> (i.e., property)</li> <li><b>All Silver Listing Features plus</b></li> <li><b>Video of the unit</b> For Sale</li> <li><b>Video of the Retirement Village</b> and its Facilities</li> <li><b>Link to Retirement Village website</b></li> </ul>	

### Schedule 2 – Note Terms and Conditions

- Prices include GST
- Listing Agent is responsible for providing all content including images, videos and descriptions
- All listings are subject to the Terms of Service Agreement, Privacy Policy and Terms and Conditions

## SCHEDULE 3 – Inclusions

<h3>Retirement Village Listings</h3>	
	<ul style="list-style-type: none"> <li>• Designed for Retirement or Lifestyle Village Listings</li> <li>• Partnering with us to enhance visibility and success of your business</li> </ul>
<b>Complimentary – FREE (UNLIMITED)</b> <i>Get Access to More Features</i>	
	<ul style="list-style-type: none"> <li>• Promotion of your Retirement Village at No Cost</li> <li>• Budget option</li> <li>• <b>Name of Retirement Village</b></li> <li>• <b>Village Owners name</b> if known</li> <li>• <b>Contact Details</b></li> <li>• <b>Address Details</b></li> <li>• <b>Interactive Map Pin</b> – to enable Retirees/Purchasers to locate your Sales Listing by region or area of interest</li> </ul>
<b>Silver Listing \$499 for 12 months</b> <i>Get All of Our Features</i>	
	<ul style="list-style-type: none"> <li>• Mid-Tier level support and inclusions</li> <li>• <b>Free Listing features</b> plus</li> <li>• <b>Featured Listing image</b></li> <li>• <b>Up to six (6) additional photos</b> of the Retirement Village (a total of 7 photos)</li> <li>• <b>Full Description</b> of the Retirement Village and its features (you supply this content)</li> <li>• <b>Twelve (12) month</b> Listing (calculated from the Go-Live Date)</li> <li>• <b>Price is per Listing</b> (i.e., property)</li> <li>• <b>Interactive Map Pin</b> – to enable Retirees/Purchasers to locate your Sales Listing by region or area of interest</li> <li>• <b>Direct Link to Website</b></li> <li>• <b>Shown Below Premium Featured Listings</b></li> </ul>
<b>Premium Featured \$995 for 12 months</b> <i>Get All of Our Features</i>	
	<ul style="list-style-type: none"> <li>• Top-Tier premium level support and inclusions</li> <li>• <b>Silver Listings features</b> plus</li> <li>• <b>Premium Listings</b> will be displayed first in the Search Results for each region</li> <li>• <b>Up to six (6) additional photos</b> of the retirement village (a total of 13 photos)</li> <li>• <b>Video of the Retirement Village</b></li> <li>• <b>Link to Retirement Village website</b></li> <li>• <b>Link to all units advertised</b> “For Sale” or “For Rent” on our website</li> </ul>

### Schedule 3 – Note Terms and Conditions

2. Prices include GST 2. Listing Agent is responsible for providing all content including images, videos and descriptions 3. All listings are subject to the Terms of Service Agreement, Privacy Policy and Terms and Conditions

