

Property Inspection Manager Terms of Service

2015

PIM is wholly owned by Systemic Pty. Ltd and these Terms of Service also protect those entities where those entities provide a service, content, or files to you, via PIM. These Terms of Service govern your access to and use of the Property Inspection Manager (**PIM**) iOS application (the **App**), website (the "**Site**"), any information, text, graphics, or other materials created and/or provided by PIM Owners and appearing on the Site (the "**Content**"), downloadable or utilisable files ("**Files**") and any services and/or software provided through the Site or by PIM (the "**Services**"). These Terms of Service limit PIM Owners' liability and obligations to you, grant PIM Owners certain rights and allow PIM Owners to change, suspend or terminate your access to and use of the Site, Content, Files and Services. Your access to and use of the Site, Content, Files and/or Services are expressly conditioned on your compliance with these Terms of Service. By accessing or using the Site, Content, Files and/or Services you agree to be bound by these Terms of Service. YOU UNDERSTAND THAT BY CREATING A PIM ACCOUNT AND, BY USING THE APP, THE SITE, CONTENT, FILES AND/OR SERVICES OR YOUR ACCOUNT YOU ARE AGREEING TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE APP, THE SITE, CONTENT, FILES OR SERVICES. IF YOU AGREE TO THESE TERMS OF SERVICE ON BEHALF OF A BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT BUSINESS TO THESE TERMS OF SERVICE AND YOUR AGREEMENT TO THESE TERMS WILL BE TREATED AS THE AGREEMENT OF THE BUSINESS. IN THAT EVENT, "YOU " AND "YOUR" WILL REFER AND APPLY TO THAT BUSINESS.

Dependency Chain

The App is the client of a service based architecture where Docmosis provides the document handling and generation capability. It is a necessary condition of using PIM (App, Site, Content, Files, and Services) that the Terms of Service of Docmosis are also complied with. A failure to do so is deemed a failure to comply with these Terms of Service. Fair and responsible use of the App will not result in a violation of Docmosis Terms of Service because the App has been developed to comply with these conditions. In turn, Docmosis services are hosted on Amazon Web Services technology and are therefore subject to another Terms of Service agreement. This chain - PIM, Docmosis, Amazon - constitutes a combined Terms of Service agreement, the whole of which can be determined by the examination of the respective Terms of Service documents.

The Docmosis Terms of Service can be found at

<https://www.docmosis.com/images/pdf/Docmosis-Terms-of-Service.pdf>

Modification

These Terms of Service can be found at

<http://propertyinspectionmanager.com/pimfiles/download/PIM-Terms-of-Service.pdf>. PIM Owners may modify these Terms and Conditions, at any time and without prior notice. If we modify these Terms, we will post the modification on the Site and/or

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provide you with notice of the modification. By continuing to access or use the Site, or use the App after we have posted a modification or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the

modified Terms are not acceptable to you, your only recourse is to cease using the Site and the App.

Types of Accounts Currently, PIM Owners offer a restricted demo account (“**Guest Account**”) with some limited features and a paid premium account (“**Premium Account**”). More information on the types of accounts that PIM Owners offer and the costs involved can be found at the Property Inspection Manager website. PIM Owners reserves the right, at any time, to change or impose fees for access to and use of the App, the Site, Content, Files and/or Services.

Your Content Your “**Templates**”, “**Images**” and other files (collectively, “**Your Content**”) as used in this Agreement means the information associated with your PIM account that you or other users have uploaded to the Site through the Site and Services. You are the owner of Your Content and are solely responsible for your conduct and the substance of Your Content. PIM Owners do not claim any ownership rights in Your Content. You acknowledge that PIM Owners do not have any obligation to monitor Your Content uploaded, submitted, linked to or otherwise transmitted using the Site or Services, for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of Your Content. PIM Owners do not endorse anything contained in Your Content or any opinion, recommendation or advice expressed therein and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against PIM Owners with respect thereto.

Your Responsibilities

You represent and warrant that you own or have the necessary licenses, rights, consents and permissions for Your Content, as described above. You acknowledge and agree that you are solely responsible for maintaining and protecting all data and information that is stored, retrieved or otherwise processed by the Site, Content, Files or Services. Without limiting the foregoing, you will be responsible for all costs and expenses that you or others may incur with respect to backing up, and restoring and/or recreating any data and information that is lost or corrupted as a result of your use of the Site, Content, Files and/or Services.

Account Security

You are responsible for safeguarding the password that you use to access the App, the Site, Content, Files and Services. You agree not to disclose your password to any third party. You agree to take sole responsibility for any activities or actions under your password, whether or not you have authorised such activities or actions. You will immediately notify PIM Owners of any unauthorised use of your account. You acknowledge that if you wish to protect your transmission of data and/or files to PIM, it is your responsibility to use a secure encrypted connection to communicate with and/or utilise the App, the Site, Files and Services.

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Your Use of Services

PIM Owners grant you a limited, nonexclusive, non-transferable, revocable license to use the App, the Site, Content, Files and Services subject to the restrictions set forth in these Terms of Service and your account type.

PIM Owners reserve the right, in its sole discretion, to modify, discontinue or terminate the PIM platform and services made available via the App, the Site, Files or Services and elsewhere (“Docmosis Services”) and consequently does not guarantee that your application will at all times function or that the PIM Services will be available. In addition, PIM Owners reserve the right, in their sole discretion, to remove or disable access to any account at any

time.

Fair use policy

The underlying Docmosis service is a multi-user service and you are subject to the Docmosis Fair Use Policy to ensure that an acceptable service level is maintained for all. Details of this policy can be found in the Docmosis Terms of Service, but for the purposes of these PIM Terms of Service this summary captures the salient points. You agree to use only one Demo account for evaluation purposes. You agree to use the App as the only means for accessing the documentation generation services supplied by Docmosis for the purposes of Property Inspection. You will not reverse engineer or by any other means programmatically access the Docmosis API.

Prohibited Actions

You agree not to do any of the following:

- Use, display, mirror or frame the Site, or any individual element within the App, the Site, PIM's name, any PIM trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without PIM Owners' express written consent;
- Access, tamper with, or use non-public areas of the Site, PIM Services, or the technical delivery systems of PIM's providers;
- Avoid, bypass, remove, deactivate, impair, reverse engineer or otherwise circumvent any technological measure implemented by PIM Owners or any of PIM's providers or any other third party (including another user) to protect the App, Services or Site;
- Attempt to access or search the Site or PIM Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by PIM Owners or other generally available third party web browsers;
- Use any meta tags or other hidden text or metadata utilising a PIM trademark, logo, URL or product name without PIM Owners' express written consent;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the App, the Site, or PIM Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, but not limited to, sending a virus, overloading, flooding, spamming, or mail-bombing the Site or PIM Services;
- Collect or store any personally identifiable information from applications from other users of the App, the Site, PIM's Services, or passwords without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Use the Services to send sensitive information via non-secure channels such as email;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

PIM Owners will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. PIM Owners may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms and Conditions. You acknowledge that PIM Owners have no obligation to monitor your access to or use of the App, the Site, or passwords, but has the right to do so, to ensure your compliance with these Terms of Service, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body.

Our Assets

All right, title, and interest in and to the App, the Site, Content, Files and Services are and will remain the exclusive property of PIM Owners and its licensors, including all Intellectual Property Rights (as defined below) therein, even if PIM Owners incorporate any of your Feedback (as defined below) into subsequent versions. The App, the Site, Content, and Services are protected by copyright, trademark, and other laws of the Commonwealth of AUSTRALIA. Except as expressly permitted in these Terms of Service, you may not reproduce, modify or prepare derivative works based upon, distribute, sell, transfer, publicly display, publicly perform, transmit, or otherwise use the Site, Content, or Services. You may not copy or modify the HTML or other code used to generate web pages on the Site. All

feedback, comments, and suggestions for improvements (the “**Feedback**”) that you provide to PIM Owners, **in any form**, and any contributions you make to the Site by posting content and communicating with other PIM users via posts to forums on the site (“**User Posts**”), will be the sole and exclusive property of PIM Owners. You hereby irrevocably transfer and assign to PIM Owners and agree to irrevocably assign and transfer to PIM Owners all of your right, title, and interest in and to all of your Feedback and User Posts, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, the “**Intellectual Property Rights**”) therein. At PIM Owners’ request and expense, you will execute documents and take such further acts as PIM Owners may reasonably request to assist PIM Owners in acquiring, perfecting and maintaining its Intellectual Property Rights and other legal protections for your Feedback and User Posts. You will not earn or acquire any rights or licenses in the App, the Site, Content, Files and Services or in any PIM Owners Intellectual Property Rights on account of these Terms of Service or your performance under these Terms of Service. You cannot in any way take profit from the sale or marketing of the App installed on any iOS device, or any other device, without PIM Owners’ express written consent.

Copyright

You will only upload, post, submit or otherwise transmit data and/or files: (i) that you have the lawful right to use, copy, distribute, transmit, or display; or (ii) that does not infringe the intellectual property rights or violate the privacy rights of any third party (including, without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, or moral right or right of publicity).

Privacy

This privacy policy applies only to information that you provide to PIM Owners through the App, or the Site and does not apply in any way to Your Content. Our Privacy Policy may be updated from time to time, and we will notify you of any material changes by posting the new Privacy Policy in this section of this document. In the course of using the App or the Site, you may provide us with personally identifiable information. This refers to information about you that can be used to contact or identify you, and information on your use of and activities at our Site that may be connected with you (“**Personal Information**”). Personal Information that we collect may include, but is not limited to, your name, phone number, credit card or other billing information, email address and home and business postal addresses. Personal Information may also include information you supply to us concerning your preferences and interests expressed in the course of use of our Site.

When you visit the Site, our servers automatically record information that your browser sends whenever you visit a website. This information may include, but is not limited to, your computer’s Internet Protocol address, browser type, the web page you were visiting before you came to our Site and information you search for on our Site. Like many websites, we may also use “cookies” to collect information. A cookie is a small data file that we transfer to your computer’s hard disk for record-keeping purposes. We may use “persistent cookies” to save your registration ID and private identifiers for future logins to the Site; and we use “session ID cookies” to enable certain features of the Site, to better understand how you interact with the Site and to monitor aggregate usage and web traffic routing on the Site. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all portions of the Site or all functionality of our services.

Personal Information is or may be used for the following purposes: (i) to provide and improve our Site, services, features and content, (ii) to administer your use of our Site, (iii) to enable you to enjoy and easily navigate the Site, (iv) to better understand your needs and interests, (v) to fulfil requests you may make, (vi) to personalise your experience, (vii) to provide or

offer software updates and product announcements, and (viii) to provide you with further information and offers from us or third parties that we believe you may find useful or interesting, including newsletters, marketing or promotional materials and other information on services and products offered by us or third parties. If you decide at any time that you no longer wish to receive any such communications, please follow the “unsubscribe” instructions provided in any of the communications sent to you, or update your “account settings” information.

We use information we obtain by technical means (such as the automatic recording performed by our servers or through the use of cookies) for the above purposes and in order to monitor and analyse use of the App, the Site and our services, for the Site’s technical administration, to increase our Site’s functionality and user-friendliness, to better tailor it to your needs, to generate and derive useful data and information concerning the interests, characteristics and website use behaviour of our users, and to verify that visitors to the Site meet the criteria required to process their requests. Service Providers, Business Partners and Others. We may employ third party companies and individuals to facilitate our service, to provide the service on our behalf, to perform Site-related services (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Site’s features) or to assist us in analysing how our Site and service are used. These third parties have access to your Personal Information only for purposes of performing these tasks on our behalf.

Compliance with Laws and Law Enforcement. PIM Owners cooperate with government and law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims and legal process (including but not limited to subpoenas), to protect the property and rights of PIM Owners or a third party, to protect the safety of the public or any person, or to prevent or stop any activity we may consider to be, or to pose a risk of being, illegal, unethical, inappropriate or legally actionable.

Business Transfers. PIM Owners may sell, transfer or otherwise share some or all of its assets, including your Personal Information, in connection with a merger, acquisition, reorganisation or sale of assets or in the event of bankruptcy. You may review, update, correct or delete the Personal Information provided in your registration or account profile by changing your “account settings.”

Security and Data Integrity

PIM Owners are very concerned with safeguarding your information. We employ reasonable measures designed to protect your information from unauthorised access. PIM Owners share the same secure methods used by the most secure of organisations, such as banks and the military, to protect your data. **Data Transfers** All transmission of file data occurs over an encrypted channel (SSL). Any data transferred from PIM (or Docmosis on behalf of PIM) over the internet is encrypted and safe from interception and/ or eavesdroppers to the degree provided by typical SSL encryption. Docmosis also employ significant protection against network security issues such as Distributed Denial of Service (DDoS) attacks, Man in the Middle (MITM) attacks, and packet sniffing. Email is not a secure channel for distribution and you accept that documents sent over email have a risk of being intercepted. You must not use the App to generate report documents that contain sensitive information. **Backups** Docmosis (via Amazon services) keeps multiple redundant backups of your *PIM templates* over multiple locations to prevent the remote possibility of issues occurring in data centres. The data that the App collects to create the reports is not held on the server and is NOT backed up using this mechanism. You are responsible for keeping backups of any reports generated by the App and the Docmosis service. This can be done during a sync operation with iTunes with iOS devices.

Termination of Service

If you violate these Terms of Service, your permission to use the App, the Site, Content, Files and Services will automatically terminate. PIM Owners reserve the right to revoke your access to and use of the App, the Site, Content, Files and Services at any time, with or without cause, and with or without notice. PIM Owners also reserve the right to cease providing or to change the App, the Site, Content, Files or Services at any time and without notice. PIM Owners reserve the right to terminate Demo Accounts at any time, with or without notice. Without limiting the generality of the foregoing, and without further notice.

Service “AS-IS”

THE APP, THE SITE, CONTENT, FILES AND SERVICES ARE PROVIDED “AS IS”, WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, PIM OWNERS EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. YOU ACKNOWLEDGE THAT USE OF THE APP, THE SITE, CONTENT, FILE AND SERVICES MAY RESULT IN UNEXPECTED RESULTS, LOSS OR CORRUPTION OF DATA OR COMMUNICATIONS, PROJECT DELAYS, OTHER UNPREDICTABLE DAMAGE OR LOSS, OR EXPOSURE OF YOUR DATA OR YOUR CONTENT TO UNINTENDED THIRD PARTIES.

PIM OWNERS MAKE NO WARRANTY THAT THE APP, THE SITE, CONTENT, FILES OR SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. PIM OWNERS MAKE NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED OR OBTAINED THROUGH THE APP, THE SITE, CONTENT, OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE APP, THE SITE, CONTENT, FILES OR SERVICES.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM PIM OWNERS OR THROUGH THE APP, THE SITE, CONTENT, FILES OR SERVICES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

Indemnity

You agree to defend, indemnify, and hold PIM Owners, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of or in any way connected with: (i) your access to or use of the App, the Site, Content, Files and Services; (ii) your violation of this Agreement; (iii) your violation of any third party right, including without limitation any intellectual property right, including but not limited to right of attribution, publicity, confidentiality, property or privacy right; or (iv) any claim that Your Content, or your use of Files or Services, caused damage to a third party, including without limitation claims that Your Content, or use of Files or Services, infringe the rights of another.

Limitation of Liability

IN NO EVENT WILL PIM OWNERS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR FROM YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, CONTENT, FILES AND/OR SERVICES, OR FOR ANY ERROR OR DEFECT IN THE SITE, CONTENT, FILES OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING

NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PIM OWNERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU SPECIFICALLY ACKNOWLEDGE THAT PIM OWNERS ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, PIM OWNERS WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICES AND/OR THE FILES, OR IF YOUR DATA IS LOST, CORRUPTED OR EXPOSED TO UNINTENDED THIRD PARTIES.

Severability

In the event that any provision of these Terms of Service is held to be invalid or unenforceable, the remaining provisions of these Terms of Service will remain in full force and effect.

No Waivers

The failure of PIM Owners to enforce any right or provision of these Terms of Service will not be deemed a waiver of such right or provision.

Refund

We understand that there may be some unforeseen circumstances, such as the sale of your business or rent roll, where you may need to prematurely end your PIM subscription. We are happy to discuss pro-rata refunds in these situations which take into account any time left on your account. We do however reserve the right to charge a small admin fee of \$100 when processing this refund. Please note we cannot consider pro-rata refunds retrospectively.

Entire Agreement

These Terms of Service are the entire and exclusive agreement between PIM Owners and you regarding the App, the Site, Content, Services and Your Content, and these Terms of Service supersede and replace any prior agreements between PIM Owners and you regarding the App, the Site, Content, Services and Your Content.