

Terms for iDownsize Services Pty Ltd

Last updated: October 2nd, 2025

Part A – All users

DEFINITIONS

- A) Account:** The user account created through the Platform's registration process, enabling access to most functionalities of the Platform.
- B) ACL:** Refers to the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth).
- C) Agreement:** The terms and conditions set forth in the document governing the use of the Platform and the relationship between the User and the Company.
- D) Buyer's Agent (BA):** means a licensed real estate buyer's agent who may provide property search and acquisition services to Customers through the Platform.
- E) Buyer Agent Services:** means property search, assessment, due diligence, strategy, negotiation and purchase facilitation services supplied by a BA.
- F) Company:** Refers to iDownsize, the entity providing the Platform and services described in the document.
- G) Consumer Law:** Legal regulations protecting consumers, specifically referring to the Australian Consumer Law.
- H) Customer:** A user of the Platform who seeks to receive services or engage service providers.
- I) Intellectual Property Rights:** All rights related to intellectual property, including copyright, trademarks, patents, and other proprietary rights, whether registered or unregistered.
- J) IP Company:** The entity that holds the intellectual property rights licensed to the Services Company, as mentioned in the document.
- K) Online Payment Partner:** The third-party service provider used by iDownsize to process payments, currently Stripe, subject to change with notice to users.
- L) Parent or Legal Guardian:** An individual with legal authority to consent on behalf of a person under the age of 18 years.
- M) Party:** Refers to either the User or the Company involved in the agreement.
- N) Platform:** The online platform provided by iDownsize for facilitating interactions between Customers and Service Providers.
- O) Posted Material:** Any information, materials, or content uploaded or shared by Users on the Platform.
- P) Privacy Policy:** The Company's policy detailing how personal information is collected, used, and stored, accessible via a provided link.
- Q) Represented Entity:** A company, organization, or any legal entity on whose behalf a User accesses the Platform, binding the entity to the agreement.

- R) Service Content:** Materials developed or provided in connection with the Platform's services, including text, graphics, and software.
- S) Service Listing:** A listing created on the Platform detailing services available for offer or request.
- T) Service Provider:** A user of the Platform offering services to Customers.
- U) Services:** The functions and offerings provided through the Platform by iDownsize.
- V) Services Company:** The entity authorized to use the Service Content under a license agreement with the IP Company.
- W) Speculative (Mystery) Listing:** means a property listing that does not display the full address or other identifying details to test buyer interest. A Speculative (Mystery) Listing must relate to a genuine property for which the listing party:
- (i) holds current written vendor authority; or
 - (ii) has a reasonable, documented basis to believe that authority will be obtained if a suitable buyer is introduced.
- For clarity, Buyer's Agents are a type of Service Provider for the purposes of these Terms.*
- X) Third Party Content:** Content provided by third parties and displayed on the Platform, for which the Company holds no responsibility.
- Y) Third Party Terms:** Terms and conditions imposed by third-party suppliers of goods or services used in connection with the Platform.
- Z) User:** Any individual or entity accessing or using the Platform, including Customers, Service Providers, and Represented Entities.
- AA) User Obligations:** Duties and responsibilities that Users must adhere to while using the Platform.
- AB) Verification Service:** A service used to verify Users' identities, which may involve sharing personal information with third-party verification services.
- AC) You:** Refers to the User, including both individual users and Represented Entities accessing the Platforms

1 ELIGIBILITY

- (a) This Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you are either:
- (i) over the age of 18 years and accessing the Platform for personal use; or
 - (ii) accessing the Platform on behalf of someone under the age of 18 years old with the consent of that person's parent or legal guardian.
- (b) Please do not access the Platform if you are under the age of 18 years old and do not have your parent or guardian's consent, or if you have previously been suspended or prohibited from using the Platform.
- (c) If you use the Platform on behalf of a company or organisation you warrant that you have the necessary authority from that company or organisation to do so. If you are signing up not as an individual but on behalf of your company, your employer, an organisation, government or other legal entity (Represented Entity), then "you" or "User" means the Represented Entity and you are binding the Represented Entity to this agreement. If you are accepting this agreement and using our Services on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

2 ACCOUNTS

- (a) In order to use most of the functionality of the Platform, all Users are required to sign-up, register and receive an account through the Platform (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Platform, you are required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, and other information as determined by the Company from time to time.
- (c) You warrant that any information you give to the Company in the course of completing the Account registration process will always be accurate, honest, correct and up to date.
- (d) All communication between Users, including but not limited to downsizers and agents, must be conducted through the Platform. This ensures that all interactions are properly documented and can be monitored for compliance with Platform guidelines. You agree to ensure that your Account does not display any of your personal contact information at any time such that it can be viewed by any other User. You agree to not give your contact details to any other User.
- (e) Once you complete the Account registration process, the Company may, in its absolute discretion, choose to accept you as a registered user within the Platform and provide you with an Account.
- (f) The Company reserves the right to contact you about any concerning behaviour by you, or to seek a resolution with you.
- (g) The Company may, in its absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with this agreement.

3 USER OBLIGATIONS

As a User, you agree:

- (a) not to intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment;
- (b) to not share your Account with any other person and that any use of your Account by any other person is strictly prohibited. You must immediately notify the Company of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform's security;
- (c) to not use the Platform for any purpose other than for the purpose of making arrangements to provide or receive services, including by not using the Platform:
 - (i) in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes); and
 - (ii) in connection with any commercial or money making or other promotional or marketing endeavours except those that are endorsed herein, or as approved in writing by the Company;
- (d) not to act in any way that may harm the reputation of the Company or associated or interested parties or do anything at all contrary to the interests of the Company or the Platform;
- (e) not to make any automated use of the Platform and you must not copy, reproduce, translate, adapt, vary or modify the Platform without the express written consent of the Company;
- (f) that the Company may change any features of the Platform or Services offered through the Platform at any time without notice to you;

- (g) The information provided through the Platform by the Company or any User, including Service Providers, is intended to be general in nature. The Company and its representatives, including 'downsizing consultants', do not offer legal or financial advice. Any discussions or information shared regarding your general situation or the downsizing process should not be construed as professional advice. The Company, its representatives, and consultants are not licensed agents, financial advisers, or lawyers. Consequently, the Company disclaims any responsibility or liability for actions taken based on such information. Any advice offered by licensed agents or other service providers you encounter through the Platform is solely their responsibility, and the Company is not accountable for such advice or its implications.

4 BUYER'S AGENTS AND THE BA PATHWAY

- (a) The Platform may present Customers with Buyer's Agents (BAs) and their proposals to assist with property searches and acquisitions.
- (b) Where a customer chooses to engage a BA, any fees are set by the BA and paid directly by the Customer to the BA under a separate agreement. The Platform remains free to join and use for Customers.
- (c) The Company may charge BAs fees for introductions it facilitates, including unlock fees and marketing services fees where a purchase completes following a Platform introduction.
- (d) The Company's role is limited to making introductions. It does not act as the Customer's agent or adviser and does not give real estate, legal or financial advice.
- (e) Users must not misrepresent their licensing, qualifications or authority when offering Buyer Agent Services.
- (f) Customer – BA contact should remain on the Platform until the Customer has unlocked and authorised direct communication.

5 POSTED MATERIALS

5.1 WARRANTIES

By providing or posting any information, materials or other content on the Platform (**Posted Material**), you represent and warrant that:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material is not "passing off" of any product or service and does not constitute unfair competition;
- (f) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, confidential information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (g) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Platform or any network or system; and
- (h) the Posted Material does not breach or infringe any applicable laws.

5.2 LICENCE

- (a) You grant to iDownsize a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for the Company to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you forever release the Company from any and all claims that you could assert against the Company by virtue of any such moral rights.
- (c) You indemnify the Company against all damages, losses, costs and expenses incurred by the Company arising out of any third party claim that your Posted Material infringes any third party's Intellectual Property Rights.

5.3 REMOVAL

- (a) The Company acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material in advance of it being posted. However, the Company may, in its absolute discretion, review and remove any Posted Material (including links to you, your profile or listings you have posted on the Platform) at any time without giving any explanation or justification for removing the Posted Material.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

6 REFUNDS, SERVICE INTERRUPTIONS AND CANCELLATIONS

To the maximum extent permitted by law, the Company will have no liability or obligation to you if:

- a) a Customer or Service Provider cancels at any time after the time for performance of the Service Listing is agreed; or
 - b) for whatever reason, including technical faults, the services in a Service Listing cannot be performed or completed,
- and you will not be entitled to any compensation from the Company.

7 IDENTITY VERIFICATION

- (a) **(Verification)** We may offer or require Users to verify their details (using our processes or an external identity verification service as applicable **(Verification Service)**).
- (b) **(Your personal information and privacy)** We will collect your personal information in accordance with our Privacy Policy as set out in clause 16. Where a Verification Service is used, you acknowledge and agree that:
 - (i) we may contact and share your personal information with a Verification Service to verify your details;
 - (ii) you consent to us receiving, sharing and using this information to enable us to carry out the Verification Service.
- (c) **(Fees)** We may charge non-refundable fees for the Verification Service, as set out on the Platform.
- (d) **(Warranty and Indemnity)** You acknowledge and agree that:
 - (i) we are reliant on the information provided by the Verification Service to verify your identity and to the extent permitted by law, we disclaim all warranties that the Verification Service will be accurate or guarantee that the Verification Service will ensure you contract with a suitable User;
 - (ii) you should make your own inquiries as to other Users' identities before engaging in contracts with those Users; and
 - (iii) we do not endorse any User, Service Listing or Verification Service.

8 ONLINE PAYMENT PARTNER

- (a) iDownsize may use a third-party online payment partner, currently Stripe (**Online Payment Partner**), to collect payments on the Platform, including for our Services. iDownsize reserves the right to change the Online Payment Partner as necessary and will notify users of such changes and any effects on their continued use of the platform.
- (b) The processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner. You can find these <https://stripe.com/au/legal/consumer>
- (c) You agree to release the Company and its employees and agents from liability for loss, damage or injury arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment, to the extent permitted by law.
- (d) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.

9 SERVICE LIMITATIONS

While we make every effort to ensure that the information on the Platform is as up-to-date and accurate as possible, you acknowledge and agree that from time to time, you may encounter the following issues:

- (a) the Platform may have errors or defects (or both, as the case may be);
- (b) the Platform may not be accessible at times;
- (c) messages sent through the Platform may not be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Platform may not be secure or confidential in certain cases, despite iDownsize's best efforts to ensure security and confidentiality; and
- (e) the Company strives to ensure the accuracy of information provided through the Platform, but cannot guarantee that all information will be accurate or true at all times.

10 INTELLECTUAL PROPERTY

- (a) The Company retains ownership of all materials developed or provided in connection with the Services (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (Service Content) and reserves all rights in any Intellectual Property Rights owned or licensed by it not expressly granted to you.

For the avoidance of doubt, the Company's rights in the Service Content are derived from a license agreement between [IP Company Name] (hereinafter referred to as the "IP Company") and [Services Company Name] (hereinafter referred to as the "Services Company"). The Services Company is hereby authorized to utilize the Service Content under this agreement strictly in accordance with the terms set forth in the license agreement executed between the IP Company and the Services Company.

- (b) You may make a temporary electronic copy of all or part
- (c) of the Service Content for the sole purpose of viewing it and using it to avail the services provided by the Platform. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Service Content without prior written consent from the Company or as permitted by law.
- (d) In this clause 9, "Intellectual Property Rights" means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of this agreement both in Australia and throughout the world.

11 THIRD PARTY CONTENT

The Platform may contain text, images, data and other content provided by a third party and displayed on the Platform (**Third Party Content**). The Company accepts no responsibility for Third Party Content and makes no representation, warranty or guarantee about the quality, suitability, accuracy, reliability, currency or completeness of Third Party Content.

12 THIRD PARTY TERMS SUPPLIERS

- (a) If we need to acquire goods or services supplied by a third party, you may be subject to the terms and conditions of that third party (**Third Party Terms**).
- (b) Provided that we have notified you of such Third Party Terms and provided you with a copy of those terms (for example, a link on our Platform or otherwise set out in these terms), you agree to any Third Party Terms applicable to any goods or services supplied by a third party that we use to provide you with the Platform or any services related to Platform and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

13 DISPUTES BETWEEN USERS

- (a) You should direct any complaint relating to another User to that User. Users must take all reasonable steps to resolve any dispute with another User with that User.
- (b) If any issue or problem relating to the Platform remains unresolved after directing a complaint to a relevant User, or if the complaint does not relate to another User, you must report it to the Company via the designated customer service email or contact form on the Platform. We will assess the complaint and attempt to quickly and satisfactorily resolve it.
- (c) Any costs you incur in relation to a complaint or dispute will be your responsibility.
- (d) The Company has the option to appoint an independent mediator or arbitrator if needed. The cost of any mediator or arbitrator must be shared equally between each of the parties to the dispute.
- (e) The Company reserves the right to hold funds in relation to a dispute until the dispute is resolved by the relevant parties or by a mediator or arbitrator.
- (f) If you have a dispute with the Company, you agree to notify us first and enter into discussion, mediation or arbitration with us for a minimum of a 120-day period before pursuing any other proceedings.
- (g) Notwithstanding any other provision of this clause 12, you or the Company may at any time cancel your Account or discontinue your use of the Platform.

14 SECURITY

iDownsize does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with your use of the Platform, except as required by law or as otherwise specifically set forth in this agreement. You should take your own precautions to ensure that the process you employ to access the Platform does not expose you to the risk of viruses, malicious computer code or other forms of interference.

15 SPECULATIVE (“MYSTERY”) LISTINGS – PLATFORM RULES

- (a) Service Providers may post Speculative (Mystery) Listings to gauge buyer interest. Such listings may omit the full address but must include truthful, current details such as suburb or locality, property type, key features and an indicative price guide if available.
- (b) The listing party warrants that each Speculative (Mystery) Listing is genuine and not misleading, and that it either (i) holds current vendor authority; or (ii) has a reasonable and documented basis to believe authority will be granted if a buyer is introduced.
- (c) It is prohibited to upload fabricated or bait listings, re-post stale properties without current authority, or post bulk speculative content mainly to collect leads.
- (d) The Company may require proof of authority or basis to list, remove or suspend non-compliant listings or accounts, withhold or reverse unlock-related payments, and notify affected Users if it considers there has been a breach.
- (e) These rules do not limit any rights Users may have under the Australian Consumer Law.

16 DISCLAIMER

- (a) **(Introduction service)** iDownsize is a medium that facilitates the introduction of Customers and Service Providers for the purposes of property downsizing, including matching properties, engaging agents, and managing listings. The Company simply collects a service fee in consideration for providing this introduction service and does not have any obligations or liabilities to, and is not a party to any contract between, Customers and Service Providers in relation to such services or otherwise resulting from the introduction.
- (b) **(Limitation of Liability)** To the maximum extent permitted by law and subject to clause 15(c), the total liability of each party (being you, the User and us, iDownsize) in respect of any direct or indirect loss or damage (including consequential loss, loss of profit, loss of revenue, loss of data or loss of opportunity) sustained by the other party in connection with this agreement is limited to the amount paid by you on the Platform in the 3 months preceding the date of the event giving rise to the relevant liability.
- (c) Clause 15(b) does not apply to your liability in respect of loss or damage sustained by the Company arising from your breach of:
 - (i) breach of third party intellectual property rights; or
 - (ii) breach of any other specific provision of this agreement.
- (d) **(Disclaimer)** To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.

- (e) **(Consumer Law)** Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the Competition and Consumer Act 2010 (Cth) (ACL). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.
- (f) **(Consequential Loss)** To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any goods or services provided by the Company, except:
- i) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
 - ii) to the extent this liability cannot be excluded under the Competition and Consumer Act 2010(Cth).
- (g) **(Competition Law)** – Exclusive Rights for Agents – iDownsize acknowledges that the exclusive rights granted to agents to pitch a property listing to a particular downsizer must comply with applicable competition laws, including but not limited to the Competition and Consumer Act 2010 (Cth). iDownsize does not endorse or facilitate any anti-competitive behaviour or practices among agents. Agents must ensure that any exclusive rights arrangements do not contravene competition law provisions, including those related to market allocation, price fixing, or other anti-competitive agreements. iDownsize disclaims any responsibility or liability for any breach of competition law by agents or other Users. Any complaint or dispute arising from such exclusive rights arrangements should be directed to the relevant regulatory authorities.

17 CONFIDENTIALITY

You agree that:

- (a) no information owned by the Company, including system operations, documents, marketing strategies, staff information and client information, may be disclosed or made available to any third parties, except as required by law or as otherwise specifically set forth in this agreement; and
- (b) all communications involving the details of other users on the iDownsize platform and of the property agents are confidential, and must be kept as such by you and must not be distributed nor disclosed to any third party.

18 PRIVACY

You agree to be bound by the clauses outlined in iDownsize's Privacy Policy, which can be accessed here <https://idownsize.com.au/privacy-policy> .

19 COLLECTION NOTICE

- (a) We collect personal information about you, including but not limited to your name, contact details, and address, in order to enable you to access and use the Platform, to contact and communicate with you, to respond to your enquiries, and for other purposes as set out in our Privacy Policy
- (b) Our Privacy Policy contains more information about how we use, disclose and store your information and details how you can access and correct your personal information.

20 TERMINATION

- (a) Either the Company or the User may terminate the User's account at any time (including any listings, memberships or Accounts) for a legitimate reason. The Company may provide notice to the User before termination, except in cases of serious misconduct by the User.
- (b) If a User wants to terminate their account (and/or any other membership they hold in connection with the Platform), they can do so by using the Platform's functionality where available. Where such functionality is not available, the Company will effect such termination within a reasonable time after receiving written notice from the User.
- (c) In the event that a User's Account is terminated:
 - (i) the User's access to all posting tools on the Platform will be revoked;
 - (ii) the User will be unable to view the details of all other Users (including contact details, geographic details, any other personal details and service listings or requests); and
 - (iii) the User may be unable to view the details of other Service Providers (including contact details, geographic details and any other details), and all service listings previously posted by the respective User will also be removed from the Platform.
- (d) Notwithstanding termination or expiry of your Account, this agreement, or any other membership you hold in connection with the Platform, these provisions and any other provision in this agreement which by its nature would reasonably be expected to be complied with after termination or expiry, will continue to apply.

21 TAX

You are responsible for the collection and remission of all taxes associated with the services you provide or receive or any transactions through your use of the Platform. iDownsize will provide necessary documentation, such as invoices and transaction records, to facilitate the tax process if required, but will not be held accountable in relation to any transactions between Customers and Service Providers where tax related misconduct has occurred.

22 RECORD / AUDIT

To the extent permitted by law, iDownsize reserves the right to keep all records of any and all transactions and communications made through this Platform between you and other Users (including conversations, user posts, job request bids, comments, feedback, cookies, and I.P. address information) for administration purposes and for a period of [insert duration] after the termination of the user's account or the last interaction with the user, whichever is later. iDownsize also holds the right to produce these records in the event of any legal dispute involving the Company.

23 NOTICES

- (a) A notice or other communication to a party under this agreement must be
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or by registered mail or courier to the physical address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**).
The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,
whichever is earlier.

24 GENERAL

24.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in the state of NSW. Each party irrevocably submits to the exclusive jurisdiction of the courts of NSW and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

24.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

24.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

24.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

24.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

24.6 COSTS

Except as otherwise provided in this agreement, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this agreement.

24.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.

24.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (c) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other legal entity;
- (e) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (g) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (h) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (i) **(includes)** the word "includes" and similar words in any form is not a word of limitation; and
- (j) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.

Part B – Customers

DEFINITIONS

- A) **Property Matching Request:** A request submitted on the Platform by Customers to find properties that match specific criteria. These requests must be genuine and accurate.
- B) **Service Provider:** A third-party entity or individual offering property-related services through the Platform. Customers interact with Service Providers for property transactions.
- C) **Buyer's Agent (BA):** means a licensed real estate buyer's agent engaged by a Customer via the Platform. A BA sets its own professional fees, which are agreed directly between the Customer and the BA. For clarity, Buyer's Agents are a type of Service Provider under these Terms and Conditions.
- D) **Platform:** The online system, iDownsize, where Customers and Service Providers interact, submit requests, and manage property transactions.
- E) **Service Fee:** A fee deducted from the Service Provider by the Company when an offer submitted by the Customer is accepted by the Service Provider.
- F) **Service Experience:** A transaction or interaction with a Service Provider through the Platform, including purchasing a product or service, placing an order, or documenting use of the Service Provider's service.
- G) **Review/Rating:** Feedback provided by Customers regarding their experience with a Service Provider, which must be true, fair, and accurate.
- H) **Service Listing:** An offering or advertisement by a Service Provider on the Platform detailing available properties or services.
- I) **Linked Businesses:** Third-party businesses or Service Providers introduced or linked to through the Platform but not controlled by the Company.
- J) **Company:** The entity operating the Platform, facilitating property matching and transactions, but not directly involved in the agreements between Customers and Service Providers.
- K) **Communication Outside the Platform:** Any interaction between Customers and Service Providers not conducted through the Platform, which is restricted until certain conditions are met.

1 PROPERTY MATCHING REQUESTS AND FEES

(a) You acknowledge and agree that:

- (i) By choosing to 'unlock' a property to view its full details and start a conversation with the Service Provider, you agree to give the Service Provider a chance to present their pitch for the sale/purchase of the property. This does not require you to purchase/sell your home through the Service Provider.
- (ii) For each offer you submit in response to a Service Listing on the Platform that is accepted by the relevant Service Provider, the Company will deduct a Service Fee from the Service Provider. There will be no additional charges to you; and
- (iii) any terms and conditions relating to services or a quote provided via the Platform are solely between you and the relevant Service Provider and do not involve the Company in any way, except that such terms and conditions must not be inconsistent with your or the Service Provider's obligations under this agreement.

(b) When you submit a Property Matching Request on the Platform, you must:

- (i) only submit requests that are genuine and accurate; and
- (ii) truthfully fill out all the information requested by the Platform in relation to the Property Matching Request.

2 CONNECTING WITH BUYER'S AGENTS

- (a) **Opt-in service** — Customers may request to be connected with Buyer's Agents (BAs). The Platform may present a selection of BA profiles and proposals tailored to the Customer's stated criteria to enable informed comparison and choice.
- (b) **Consent to share details** — By unlocking or requesting connection with a BA, the Customer consents to the Company sharing the Customer's contact details and brief with the selected BA for the limited purpose of contact and proposal.

3 PAYMENT

- (a) **(Payment obligations)** iDownsize will receive a fee from the referred real estate agent that you have selected upon the sale or rental of the property. Only the real estate agent is required to pay this professional services fee. You are not liable for any professional services fee, making our vendor research service free of charge for consumers.
- (b) **(Pricing errors)** In the event that we discover an error or inaccuracy in any price at which your order was purchased via the Platform, we will attempt to contact you and inform you of this as soon as possible. Subject to agreement with the Property Provider, you will then have the option of purchasing the relevant services at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

- (c) Where a customer elects to engage a Buyer's Agent, any BA professional fees are agreed between the Customer and the BA and are payable to the BA. The Company may charge the BA an unlock fee and a marketing services fee on a successful purchase. The Company does not charge the Customer for BA engagement.

4 CANCELLATIONS

- (a) The Company will have no liability or obligation to you if a Service Provider cancels a Property Matching Request after it has been agreed and you will not be entitled to any compensation from the Company in relation to any such cancellation, including any portion of the Service Fee.
- (b) If you wish to cancel services specified in an agreed Property Matching Request, before the Service Provider has performed them, you must contact the Service Provider. If the Company decides to investigate your cancellation, you must provide assistance and information to the Company as reasonably requested.
- (c) If you cancel a service specified in an agreed Property Matching Request, whether the relevant Service Fee paid by you is refundable will depend on the cancellation policy and refund policy of the relevant Service Provider.

5 RATINGS AND REVIEWS

- (a) Customers may rate a Property Matching Request (Rating) and/or may provide feedback to Service Providers regarding the services Customers received from them (Review).
- (b) Customers' Ratings and Reviews can be viewed by any User and will remain viewable until the relevant Service Provider Account and/or Property Matching Request is removed or terminated.
- (c) Customers must only provide true, fair and accurate information in their Reviews.
- (d) If we consider that a Review is untrue, unfair, inaccurate, offensive or inappropriate, we may delete the Review and/or ban the relevant Customer from posting further Reviews. We do not undertake to review each Review made by Customers.
- (e) To the maximum extent permitted by law, we are not responsible for the content of any Reviews.
- (f) You may not publish Reviews of Service Providers to whom you have a personal or professional relationship (separately from the Platform).
- (g) You may only write a Review about a Service Provider if you have had a buying or service experience with that Service Provider, which means that:
 - (i) you have purchased a product or service from that Service Provider via the Platform; or
 - (ii) you have placed an order with the Service Provider via the Platform; or
 - (iii) you can otherwise document your use of the Agent's service, including via correspondence or other interaction with the Service Provider via the Platform,(collectively referred to as a Service Experience).
- (h) You may only write about your own Service Experience. You are not permitted to write a Review about somebody else's Service Experience, such as that of a family member or friend.
- (i) You may not write a Review about a Service Provider you have previously held or currently hold a significant ownership interest, or an immediate family member holds a significant ownership interest, or if you are an executive or employee of that Service Provider, or work for the Service Provider. Similarly, you may not write a Review about a direct competitor to the Service Provider you own, are employed by or work for.
- (j) Your Service Experience must have occurred within the last 12 months when you submit a Review.
- (k) You are encouraged to be specific and factual in your Reviews. If you have been offered an incentive by a Service Provider to write a Review, you should include information about this in your Review. Incentives include the Service Provider offering you a gift, reward, discount or advantage for writing a Review about the Service Provider.

6 SPECULATIVE (“MYSTERY”) LISTINGS & SAFEGUARDS

- (a) **Purpose and disclosure** — Real estate agents may submit Speculative (Mystery) Listings to gauge buyer interest. Such listings may omit the exact address but must include accurate indicative details (e.g. suburb/locality, property type, key features and an indicative price guide, if available).
- (b) **Agent warranties** — Each agent warrants that:
 - (i) the property is real and currently owned and the listing is not fabricated or misleading;
 - (ii) the agent holds current vendor authority or has a reasonable and documented basis to believe authority will be granted if a suitable purchaser is introduced; and
 - (iii) all listing content is accurate and not misleading or deceptive.
- (c) **Prohibited conduct** — Agents must not upload fabricated or “bait” listings, re-post stale properties without current authority, or submit bulk speculative listings primarily to harvest leads. Agents must promptly update or withdraw any listing that ceases to be accurate or available.
- (d) **Monitoring and enforcement** — The Company may request evidence of vendor authority or basis to list, remove any listing, suspend or cancel an agent account, withhold or reverse unlock-related payments, and notify affected Customers if it considers a breach has occurred.
- (e) **Customer protections** — If a Customer unlocks a Speculative (Mystery) Listing that the Company later determines to be non-genuine or materially misleading, the Company may take remedial action against the agent (including reversing fees) and assist the Customer to connect with alternative listings. To the extent permitted by law, the Company is not liable for any agent conduct.

7 LINKED BUSINESSES

You acknowledge and agree that:

- (a) the Platform provides links and introductions to Service Providers owned and operated by third parties that are not under the control of the Company;
- (b) the provision by the Company of introductions to Service Providers does not imply any endorsement or recommendation by the Company of any Service Provider;
- (c) The Company performs basic due diligence on Service Providers listed on the Platform, including verification of ABN/GST registration and current licensing where applicable. However, the Company does not otherwise investigate, verify, or warrant the competence, solvency, or any other detailed information regarding any Service Provider; and
- (d) any terms and conditions relating to a Service Listing or quote provided via the Platform constitute a contract between you and the Service Provider once agreed in accordance with clause 1 and do not involve the Company in any way.
- (e) iDownsize may have relationships with businesses and Service Providers not listed on the Platform, which may include partnerships, sponsorships, and other commercial agreements. These interactions are independent of your use of the Platform, and the Company does not endorse or assume responsibility for the actions, products, or services of these external businesses unless explicitly stated. You are encouraged to perform your own due diligence when engaging with any business or Service Provider, whether on or off the Platform, to ensure their services meet your needs. Any compensation or incentives received by iDownsize from these external businesses will be disclosed as required by applicable laws and regulations.

8 COMMUNICATION OUTSIDE THE PLATFORM

- (a) You must not communicate with a Service Provider, or request or entice a Service Provider to communicate with you, outside the Platform before you 'unlock' a property to view the full match details and open up dialogue with the Service Provider (except in the course of accepting Service Provider services that were agreed in a Property Match or Service Request).
- (b) The Company, in its absolute discretion, may cancel your Account and suspend you from using the Platform if it finds or suspects that you have breached or are in breach of this clause 6.