Australia v 2.5

1. Our Proposal and your acceptance

1.1. We will work with you to determine your needs (including what Services you would like to access and how many Authorised Users you would like to access those Services). We will then provide you with a proposal based on our understanding of those needs, which will include pricing (Proposal).

1.2. You can accept our Proposal by applying your e-signature to these Terms.

1.3. Once you accept these Terms, these Terms and our Proposal will form a binding agreement between you and us, Forbury Property Valuation Solutions (AUS) Pty Limited ABN 54 623 769 317 of Level 12, 1 Market Street, Sydney NSW 2000.

1.4. All information you provide during the proposal process (including your credit card details and other billing information) must be accurate, complete and current, and you must promptly update your information to ensure it remains accurate, complete and current. We have the right to verify your information.

2. If you have been provided access on a trial basis

2.1. This clause 2 will only apply if you have been provided with access to the Service on a trial basis.

2.2. Only your Named Authorised User will be permitted to use the Service on a trial basis only for a period of 14 days after we give you access to the Service (Trial).

2.3. When your account is opened, you will provide to us the name and email address of the Named Authorised User. We will then contact that Named Authorised User and ask them to register with us. When they register, the Named Authorised User will select a password, which will be personal to them. The Named Authorised User is responsible for keeping their password confidential and secure, and they must not share it with anyone else.

2.4. You acknowledge and agree that clauses 5.10, 5.14 and 9.3.2 apply to the Named Authorised User as if they were an Authorised User under those clauses.

2.5. We will send you an email 7 days, 3 days and 1 day before the end of Trial asking you whether you want to continue to use the Service after the Trial.

2.6. If you let us know that you don't want to continue to use the Service after the Trial, we will terminate your access to the Service and you will not incur any charges.

2.7. If you let us know that you want to continue to use the Service after the Trial, then this agreement will continue in accordance with clause 3.2.

2.8. If you don't let us know before the end of the Trial whether you want to continue to use the Service after the Trial, you will be deemed to have notified us that you don't want to continue to use the Service after the Trial, and we will terminate your access to the Service and you will not incur any charges.

3. If you have been provided full access immediately

3.1. This clause 3 will apply if you have:

3.1.1. been provided with immediate full access to the Service, rather than access on a trial basis; or

3.1.2. you have elected under clause 2.7 to continue to use the Service after the expiry of the Trial.

3.2. Subject to the terms of this agreement, you will be granted access to the Service:

3.2.1. if you have nominated that you would like Annual Access, for successive 12 month periods (with the first 12 month period commencing on the Commencement Date) unless either of us gives notice to the other no later than 30 days before the expiry of the then term that it doesn't want the agreement to renew; or

3.2.2. if you have nominated that you would like Monthly Access, for successive 1 month periods (with the first 1 month period commencing on Commencement Date) unless either of us gives notice to the other no later than 7 days before the expiry of the then term that it doesn't want the agreement to renew.

3.3. We will remind you prior to each renewal of your right to stop the Service under clause 3.2.

4. Updates to these terms

4.1. We may make changes to these terms when we improve the Service (e.g. by adding new functions or features to the Service) and ask that you accept those new terms before providing you with the new function or feature. If you do not wish to continue using the Service under the new version of the terms, you may, subject to clause 7.2, continue to use the Service on the old version of the terms but without the new function or feature.

5. Access

5.1. We grant to you access during the term of this agreement to use:

5.1.1. the Service; and

5.1.2. any materials we provide or make available to you regarding the Service, in accordance with this agreement.

5.2. You will be responsible for all activity on your account. If you believe your account may be subject to unauthorised access or use, you must notify us immediately.

5.3. You agree that you must limit the access granted under clause 5.1 to your Authorised Users.

5.4. When your account is opened, you will provide to us the name and email address of each Authorised User. We will then contact each Authorised User and ask them to register with us. When they register, each Authorised User will select a password, which will be personal to that Authorised User. Each Authorised User is responsible for keeping their password confidential and secure, and they must not share it with anyone else.

5.5. Access under clause 5.1 is limited to the number of Authorised Users specified in our Proposal (subject to clause 5.6).

5.6. You may add additional Authorised Users at any time. You will be charged additional fees calculated in accordance with clause 5.7 at the time an additional Authorised User is added. Each additional Authorised User will be asked to register with us in accordance with clause 5.4.

5.7. The Fees for any additional Authorised Users will be charged on a pro-rata basis for the period up to the next anniversary of the Commencement Date. We will invoice you any Fees (less any "credits" redeemable by you in accordance with clause 5.8) on the date of your request to add additional Authorised Users. Invoices for additional Authorised Users will be payable within 14 days of the date of the invoice.

5.8. You may replace an existing Authorised User with a new Authorised User at any time by providing us with the new Authorised User's name and email address and the name and email address of the existing Authorised User who is being replaced. Alternatively, you may simply tell us at any time to remove the name and email address for a particular Authorised User without nominating a replacement. Where you have asked us to remove the name and email address of an Authorised User without nominating a replacement, you will, subject to this clause, receive a "credit" in respect of the Fees already paid for that Authorised User for the remainder of the relevant Licence Year, which you will be able to redeem against additional fees payable by you in that Licence Year. The value of any unredeemed "credit" will reduce by an equal amount on each remaining day of the relevant Licence Year so that it reaches zero by the last day of that Licence Year. You will not be entitled to a refund or repayment of any "credited" Fees.

5.9 The right to replace an existing Authorised User with a new Authorised User for the purposes of clause 5.5 and receive a "credit" in respect of the Fees in accordance with clause 5.8 is subject to You acting reasonably and in good faith. We reserve the right to reject or revoke any replacement Authorised User under clause 5.8 where we consider that you have not acted reasonably or in good faith. This may include where we reasonably consider that one of the intentions in replacing an existing Authorised User with a new Authorised User is to avoid or reduce fees associated with you adding Additional Users. You will be deemed not have to have acted reasonably or in good faith if you seek to replace an existing Authorised User with a new Authorised User more than once in any 30-day period unless you can provide to us with evidence to the contrary to our satisfaction.

5.10. You:

5.10.1. must ensure that your Authorised Users comply with these terms; and

5.10.2. acknowledge that you will be responsible for the acts and omissions of your Authorised Users as if they were your acts and omissions.

5.11. You must ensure that all Authorised Users complete any training specified by us to enable use of the Service.

5.12. Any subsequent training will be charged at our then current rates on a time and materials basis. We will let you know what those rates are before we provide you with any subsequent training.

5.13. All rights not expressly granted to you under these terms are reserved to us and our licensors. You must:

5.13.1 not assign, sublicense, license, sell, lease, rent or otherwise make the Service or any materials we provide available to third parties (other than Authorised Users);

5.13.2. not use the Service or any materials we provide to provide outsourced or bureau services to any third party;

5.13.3. ensure that any access to and use of the Service is solely for your own business purposes; and

5.13.4. ensure that both you and your personnel take all reasonable steps to safeguard access to the Service.

5.14. You must not, and must ensure that Your Authorised Users do not:

5.14.1. copy, modify, translate, enhance or adapt the Service or any materials we provide;

5.14.2. unless otherwise permitted by law, reverse engineer, disassemble, or decompile the Service or determine or attempt to determine any source code, algorithms, methods or techniques used or embodied in the Service;

5.14.3. exploit or use the Service or any materials we provide otherwise than as permitted under this terms;

5.14.4. attempt to create any competitive product or any service which has features or functionality the same as or similar to the features and functionality of the Service or copy any features, functions, graphics or interfaces of the Service;

5.14.5. transmit any content, data or information that is unlawful, abusive, malicious, harassing, tortious, defamatory, vulgar, obscene, libellous invasive of another's privacy right or right of publicity, or racially or ethnically objectionable; or

5.14.6. infringe the intellectual property rights of any person.

5.15. We may, on reasonable notice to you, change or modify the Service (without materially reducing its general functionality), including by providing you with a new version at any time.

5.16. We may provide new functionality or features for the Service subject to the parties agreeing on fees (if any) for the new functionality or features.

6. Your Data and Third Party User Data

6.1. You will retain ownership to Your Data.

6.2. You grant to us the right to access Your Data for the sole purpose of us providing the Service and Support under these terms. You also agree that we may use Your Data in depersonalised aggregated form for our business purposes including planning, marketing and product development.

6.3. You agree that we may disclose Your Data to external service providers (for example, database administrators), which may be based outside Australia, on a confidential basis and provided such service providers are limited in their use of the information to the purpose of us providing services relevant to these terms.

6.4. You:

6.4.1. acknowledge that you are responsible for ensuring that we are lawfully able to access Your Data as contemplated by these terms; and

6.4.2. warrant that you have obtained all permissions necessary for us, to access Your Data as contemplated by these terms.

6.5. You acknowledge and agree that the results achieved from your use of the Service depends on the accuracy of Your Data.

6.6. From time to time, you may request that we provide nominated third parties with access via the Forbury Portal to Your Data as you identify. The third parties nominated by you may be Third Party Users or others, but you acknowledge that only third parties who:

6.6.1. are or become Third Party Users; and

6.6.2. agree to a clause to the same effect as clause 6.10 below, will be permitted to access Your Data in accordance with your request.

6.7. When you make a request as described in clause 6.6:

6.7.1. You will provide us with the email addresses of the recipients you wish to have access to Your Data;

6.7.2. We will send an email to each of your nominated recipients indicating that you wish to share Your Data with them and explain how they may access it via the Forbury Portal (including, if they are not already a Third Party User or authorised user, how they may become one);

6.7.3. where a recipient nominated by you is or becomes a Third Party User (or an authorised user of a Third Party User), and that Third Party User has agreed to a clause to the same effect as clause 6.10, we will provide that Third Party User with access to Your Data via the Forbury Portal in accordance with your request; and

6.7.4. without limiting your obligations under clauses 9.5 and 9.6, where a recipient nominated by you is not a Third Party User or an authorised user of a Third Party User, you must ensure you have the recipient's consent to provide his or her Personal Information to us for the purpose of us sending the email described in clause 6.7.2 above.

6.8. In consideration of us providing a Third Party User with access to Your Data via the Forbury Portal in accordance with a request made by you under clause 6.6, you acknowledge and agree that:

6.8.1. if the Third Party User is on a different version of the Service than you are on, there may be differences in the results produced by the Service due to version differences;

6.8.2. we do not verify Your Data and are not responsible for its accuracy, reliability or completeness;

6.8.3. you release and discharge us from all liability arising directly or indirectly out of or in connection with our release or provision of Your Data to the Third Party User via the Forbury Portal in accordance with this agreement; and

6.8.4. you indemnify us and hold us harmless from and against any liability (however arising and whether in contract, tort (including negligence) or otherwise) incurred by us as a result of, or in connection with, our release or provision of Your Data to the Third Party User via the Forbury Portal in accordance with this agreement, including any action, demand, claim or proceeding against us by the Third Party User or any other person.

6.9. You acknowledge that, from time to time, a Third Party User may request that we provide you with access via the Forbury Portal to Third Party User Data they identify. If we receive such a request, we will send an email to You or your Authorised Users, or, if you have been provided with access to the Service on a trial basis, your Named Authorised User.

6.10. We will provide you with access to the Third Party User Data via the Forbury Portal in accordance with the relevant Third Party User's request. In consideration of us doing so, you acknowledge and agree that:

6.10.1 if the Third Party User is on a different version of the Service than You are on, there may be differences in the results produced by the Service due to version differences;

6.10.2. we do not verify Third Party User Data and are not responsible for its accuracy, reliability or completeness; and

6.10.3. you release and discharge us from all liability arising directly or indirectly out of or in connection with your use of, or reliance on, the Third Party User Data provided to you via the Forbury Portal.

7. Support

7.1. Subject to clause 7.2, we must use reasonable commercial efforts to provide the Support during the Support Hours on Business Days

7.2. We will only provide Support for the two most recent versions of the Service (this includes where we have offered new functionality or features for the Service).

7.3. Only Authorised Users may make requests for Support and we will only deal with Authorised Users in relation to the Support we provide.

7.4. Support will include providing bug fixes and patches provided that you have provided us with all information, access and assistance requested by for the purposes of recreating the error and providing bug fixes and patches.

7.5. Support will not include:

7.5.1. configuration and installation of the Service;

7.5.2. correction of errors or defects caused by modification, revision, variation, translation or alteration of the Service by or on your behalf that are not expressly authorised or performed by us;

7.5.3. correction of errors or defects caused by operation of the Service in a manner other than as contemplated by the documentation provided by us with the Service;

7.5.4. training of your employees;

7.5.5. modelling advice;

7.5.6. correction of errors arising directly out of your failure to comply with these terms; or

7.5.7. correction of errors or defects in any third party software or any hardware or caused by any third party software or any hardware.

7.6. We may provide any of the services referred to in clause 7.5 subject to additional charges at our then current rates.

8. Additional services

8.1. We may, as requested by you, provide you with additional services (including product customisation, feature development and training). Any additional services will be charged by us on a time and materials basis at our then current rates plus any disbursements. We will let you know what those rates are before we provide you with those additional services.

9. Your responsibilities

9.1. You acknowledge and agree that:

9.1.1. you are solely responsible, at your cost, for providing all equipment and facilities and connectivity, including web browser, and internet access or telecommunications services, necessary to use and access the Service (Your Systems); and

9.1.2. you must ensure that Your Systems comply with all Minimum System Specifications.

9.2. You agree that you are responsible for any person using the Service through You.

9.3. You must ensure that all Authorised Users:

9.3.1. Complete any training specified by us to enable use of the Service; and

9.3.2. comply with these terms.

9.4. If any failure by you to comply with your obligations under these terms prevents or is likely to prevent us from meeting our obligations to you, except where your failure is attributable to our act, default or negligence, then:

9.4.1. the time for performance of the relevant obligation will be extended until a reasonable time after you have performed those obligations;

9.4.2. where we are required to incur additional costs as a result of your failure to meet your responsibilities, we may charge you the additional costs (including a reasonable amount for general and administrative overheads); and

9.4.3. to the extent that your failure causes us to breach these terms, our liability for that breach will be proportionately reduced.

9.5. You acknowledge that you are responsible for complying with the Privacy Act 1988 (Cth) and all other applicable data privacy and protection laws, rules and regulations in relation to any Personal Information that you provide to us.

9.6. Without limiting your obligations under clause 9.5, you must:

9.6.1. not provide us with Personal Information about any individual unless you have the express consent of that individual to do so;

9.6.2. if you do provide us with Personal Information about an individual, before doing so you:

a. must tell that individual that you will be providing their information to us and that we will handle their information in accordance with our privacy policy (as amended from time to time); and

b. warrant that you have that individual's consent to provide their information to us.

9.7. Terms used in clause 9.6 have the meanings given to them in the Privacy Act 1988 (Cth).

10. Fees

10.1. You must pay us the Fees set out in the Proposal, as varied in accordance with these terms.

10.2. If you have elected to have:

10.2.1. Annual Access, we will invoice you annually in advance for the Fees payable, and you must pay each such invoice within 14 days of the date of the invoice; or

10.2.2. Monthly Access, we will debit your credit card monthly in advance for the Fees on the first day of each month.

10.3. If you are required by law to deduct or withhold an amount from the amounts payable to us under these terms, the amounts payable by you will be increased to an amount which will result in the receipt by us of the full amount which would have been payable to us if no deduction or withholding had been required.

10.4. We may increase the Fees on 30 June each year by 1 month's notice to you. Any changes to the Fees will take effect from the next anniversary of the Commencement Date.

10.5. You must pay us interest at the Agreed Rate on each amount outstanding under this agreement.

10.6. Amounts payable under or in connection with these terms have been calculated without regard to GST. Accordingly:

10.6.1. if the whole or any part of any such amount is the consideration for a taxable supply for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the first mentioned amount multiplied by the rate of GST;

10.6.2. any reference to a cost or expense in these terms excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an input tax credit; and

10.6.3. the payee will provide to the payer a tax invoice at the time of payment.

10.7. Terms used in clause 10.6 have the meanings given to them in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

11. Intellectual Property

11.1. You acknowledge that:

11.1.1. we or our licensors own all Intellectual Property Rights in the Service and any materials we provide and any improvements to them; and

11.1.2. these terms do not assign to you any Intellectual Property Rights, whether in the Service or any materials we provide (even if modified at your request) or otherwise.

11.2. Subject to clauses 11.3 and 11.4, we will:

11.2.1. defend you (at our expense) against all claims made against you by any third party alleging that your use of the Service or any materials we provide, in accordance with these terms, infringes the Intellectual Property Rights of that third party (Third Party Claim); and

11.2.2. pay the costs and damages awarded based on any Third Party Claim or the amount of any settlement we enter into regarding that Third Party Claim.

11.3. Our obligations under clause 11.2 are subject to:

11.3.1. you promptly notifying us of that Third Party Claim (and in any event no later than 7 days after receiving the Third Party Claim);

11.3.2. us being given sole control of the defence of the Third Party Claim; and

11.3.3. you providing all reasonably requested assistance for defence of the Third Party Claim.

11.4. Our obligations under clause 11.2 will not apply if the Third Party Claim results from:

11.4.1. use of the Service in conjunction with any other software or service not provided by us; or

11.4.2. use of any free version of the Service.

11.5. If a Third Party Claim is made or, in our reasonable opinion, is likely to be made, we may, at our expense:

11.5.1. procure for you the right to continue using the Service under these terms; or

11.5.2. replace or modify the Service to be non-infringing without material decrease in functionality.

11.6. If we notify you that the options described in clause 11.5 are not reasonably available, either we or you may, by notice to the other, terminate this agreement.

11.7. Clauses 11.2 to 11.6 set out your sole and exclusive remedies and our entire liability to you for any Third Party Claims.

12. Confidential Information

12.1. Each party must:

12.1.1. take all such reasonable precautions as may be necessary to maintain the confidentiality of the Confidential Information of the other party;

12.1.2. only disclose the Confidential Information of the other party to those of its employees who need to know for the purposes of these terms;

12.1.3. ensure that each employee who comes into possession of the Confidential Information of the other party agrees to comply with this clause as if the employee were a party to this agreement; and

12.1.4. immediately on demand from the other party:

a. deliver to the other party all Confidential Information of the other party which is capable of being transferred by delivery; and

b. permanently delete all Confidential Information in electronic form stored on any computer or similar facility under its control.

12.2. Without limiting clause 12.1, each party must not:

12.2.1. communicate or make available any Confidential Information of the other party to any person;

12.2.2. use the Confidential Information of the other party for any purpose other than for the purposes of these terms;

12.2.3. use the Confidential Information of the other party for its own gain or in any manner which may cause loss to the other party; or

12.2.4. copy the Confidential Information, without the prior written consent of the other party.

12.3. The parties' obligations under this clause 12 do not apply to any Confidential Information which a party can show:

12.3.1. was in its possession at the time of disclosure to it and was not acquired in breach of an obligation of confidence or under an obligation of confidence;

12.3.2. is in the public domain; or

12.3.3. is acquired from a third party, provided that it was not acquired by the third party unlawfully or in breach of an obligation of confidence.

12.4. A party may disclose Confidential Information to the extent required by law where the disclosure is required by the operation of law or in order to comply with any rules or regulations of any internationally recognised securities exchanges.

12.5. We may provide Third Party Users with access to Your Data in accordance with a request made by you as described in clause 6.6.

13. Records and Audit

13.1. You must maintain adequate records to verify the Fees payable by you under these terms (Records) for a period of 3 years after the end of this agreement.

13.2. We or our authorised representative may, on 5 Business Days' notice to you, examine the Records to determine the correctness of any payment under these terms.

13.3. You must pay for the costs of our examination if the examination establishes that the amounts payable under these terms were understated by more than 5%.

14. Exclusions and Limitations of Liability

14.1. All terms, warranties and representations not expressly stated in these terms, are excluded from these terms to the extent permitted by law.

14.2. Nothing in these terms excludes, restricts or modifies any condition, warranty, right or remedy implied or imposed by any statute or regulation which cannot lawfully be excluded, restricted or modified (a Non-Excludable Provision).

14.3. Subject to clause 14.2, and to the extent that we are able to limit our liability for breach of a Non-Excludable Provision, our liability is limited, at our option, to:

14.3.1. in the case of goods, replacing or repairing the goods or supplying equivalent goods, or paying for the cost of replacing or repairing the goods or of acquiring equivalent goods; and

14.3.2. in the case of services, resupplying the services, or paying the cost of resupplying the services.

14.4. Except as provided in clauses 11.2, 14.2 and 14.3, our maximum total aggregate liability for all loss, damage, cost or expense arising under or in relation to these terms, whether in contract, tort (including negligence), equity, under statute, under an indemnity or on any other basis is limited to the Fees received by us under these terms in the 12 month period preceding the event giving rise to the liability.

14.5. We are not liable for any:

14.5.1. lost profits, lost revenue, loss of opportunity, loss of data, loss of management time or failure to realise anticipated savings, loss of or damage to reputation or goodwill; or

14.5.2. special, indirect, incidental or consequential damages, losses, costs, or expenses.

14.6. Our liability to you under or in relation to these terms is reduced to the extent that your acts or omissions, or those of a third party, contributed to or caused the liability.

15. Termination

15.1. Either party may terminate this agreement by notice to the other party if the other party commits a material breach of these terms and the breach has not been remedied within 30 days after receiving notice of the breach.

15.2. Notwithstanding clause 15.1, we may terminate this agreement immediately by notice to you if you:

15.2.1. or any of your employees or agents, have used the Service in breach of these terms;

15.2.2. becomes, threatens or resolves to become or are in jeopardy of becoming subject to any form of insolvency administration;

15.2.3. ceases or threatens to cease conducting business in the normal manner except through amalgamation or merger; or

15.2.4. enters into or proposes to enter into a scheme, composition or arrangement with any of your creditors.

15.3. On termination of this agreement

15.3.1. your licence to use the Service and any materials we provide is terminated; and

15.3.2. you must immediately stop using the Service and any materials we provide and return them and any copies to us immediately.

15.4. Clauses 5.13 and 5.14, 11, 12, 13 and 15 survive any termination of this agreement.

16. Force Majeure

16.1. Neither party will be liable for any delay or failure to perform any obligation under these terms where that delay or failure is the result of any cause outside that party's reasonable control.

16.2. The party unable to perform its obligations must:

16.2.1. notify the other party promptly of any delay referred to in clause 16, giving reasonable particulars of the event; and

16.2.2. use its reasonable efforts to resume performance in accordance with these terms as soon as possible.

16.3. This clause does not apply to any obligation to pay money.

17. Dispute resolution

17.1. The parties agree that a dispute arising under these terms will be dealt with as follows:

17.1.1. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;

17.1.2. within 10 Business Days, each party will nominate a representative not having any prior involvement in the dispute;

17.1.3. the representatives will try to settle the dispute by direct negotiation between them; and

17.1.4. if a resolution is not reached within a further 20 Business Days, either party may commence legal proceedings.

17.2. This clause does not apply to legal proceedings by either party seeking urgent interlocutory relief.

18. General Provisions

18.1. Unless you notify us otherwise, we may use your name and your logo for promotional and marketing purposes.

18.2. Nothing in these terms creates an agency, partnership, joint venture or employment relationship between the parties or any of their respective employees, agents or contractors.

18.3. This agreement may only be varied in writing and signed by both parties.

18.4. This agreement constitutes the entire understanding between us and you to the exclusion of any previous communications, representations or agreements between the parties whether verbal or written.

18.5. We may assign our rights and novate our obligations under these terms at any time by notice to you.

18.6. You may only assign a right under these terms with our prior written consent. For the purposes of this clause, you are deemed to have assigned your rights under these terms if the management or control of you is transferred to any person other than those persons who manage or control you as at the date you agree to these terms.

18.7. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to effect, perfect or complete these terms and all transactions incidental to it.

18.8. If any of these terms is void or unenforceable that part will be severable from and will not affect the enforceability of the remaining provisions. If such a severance goes to the essence of these terms, either party may terminate this agreement immediately by notice.

18.9. A failure or delay by a party to exercise any right or remedy it holds under these terms or at law does not operate as a waiver of that right.

18.10. A notice under these terms must be in writing and must be sent by you to us at contact@forbury.com and by us to you at the email address nominated by you when your account is opened. Either of us may change their address for service by notice to the other.

18.11. These terms are governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia.

19. Definitions and interpretation

19.1. In these terms the following definitions apply:
Annual Access means the access described in clause 3.2.1.

Agreed Rate means the business overdraft rate charged by the Commonwealth Bank of Australia plus 2% calculated on daily rests from the due date to the date of payment.
Authorised Users means the maximum number of your employees who are permitted to access and use the Service.
Business Days means Monday to Friday, excluding New South Wales public holidays.
Commencement Date means:
a) if you were initially provided access to the Service on a trial basis under clause 2, and you elected to continue to use the Service after the end of the Trial, the first day after the end of the trial; or
b) if you were provided with immediate full access to the Service rather than access on a trial basis, the first day we grant you access to the Service.
Confidential Information of a party means (whether or not in material form and whether or not disclosed before the entering into of this agreement) any information of whatever kind disclosed or revealed by that party to the other in relation to this agreement that:
a) is by its nature confidential; or
b) is designated by a party as confidential; or
c) the receiving party knows or reasonably ought to know is confidential, and in our case includes the Service, any materials we provide, the Fees and these terms, and in your case includes Your Data.
Databases means the database products specified in the Proposal.
Fees means the fees set out in the Proposal, as varied in accordance with these terms.
Forbury Portal means the web-based application operated by us through which you may (amongst other things):
a) download the Service;
b) manage Your Data;
c) request that we provide access to Your Data to nominated third parties; and
d) access Third Party User Data which Third Party Users choose to share with you.
Intellectual Property Rights means all patents, trade marks and designs (whether registered or not), copyright know-how, trade secrets and circuit layout rights.
Licence Year means each 12 month period commencing on the Commencement Date, and on each anniversary of the Commencement Date.

Minimum System Specifications means Windows 10 operating system (or newer) and Microsoft Office 2016, as amended by us from time to time.
Monthly Access means the access described in clause 3.2.2.
Named Authorised User means your employee who is identified by you when you open your account as the only person who will be permitted to access and use the Service during the Trial.
Proposal has the meaning given to it in clause 1.1.
Service means the service nominated in the Proposal and, where applicable, the Databases which you have elected to access in the Proposal.
Support means:
a) a help desk to provide telephone support to you in relation to the general operating instructions for the Service;
b) updates for the Service from time to time when we make these updates generally available to other users of the Service (the updates will include bug fixes and patches and will be accompanied by a schedule outlining 'what's new'); and
c) subject to clause 7.4, responding to issues logged by your Authorised Users via our online support at support@forburyproperty.com.

Support Hours means 9am to 5pm Sydney time.
Third Party User means a third party who is also a user of the Forbury Software.
Third Party User Data means all data, content, materials and information relating to a Third Party User and its

operations, facilities, clients, personnel, assets and programs whether entered, stored, generated by or processed through the Forbury software licensed by that Third Party User.
Your Data means all data, content, materials and information relating to you and your operations, facilities, clients, personnel, assets and programs whether entered, stored, generated by or processed through the Service.
Your Systems has the meaning given in clause 9.1.1

19.2. In these terms, unless the context otherwise requires:

19.2.1. the singular denotes the plural and vice versa;

19.2.2. other parts of speech and grammatical forms of a word or phrase defined in these terms have a corresponding meaning;

19.2.3. a person includes a company, trust, partnership, joint venture, association, body corporate or governmental agency;

19.2.4. a reference to a thing includes a part of that thing;

19.2.5. a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision; and

19.2.6. a reference to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced.