

# LICENCE AGREEMENT

## REIQ REALworks® Product

THE COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS IN THIS PRODUCT AND ITS ASSOCIATED DOCUMENTATION ARE OWNED BY THE REAL ESTATE INSTITUTE OF QUEENSLAND LIMITED. BEFORE REGISTERING THIS PRODUCT, YOU SHOULD READ THIS AGREEMENT CAREFULLY. BY REGISTERING THIS PRODUCT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LICENCE AGREEMENT.

If you do not wish to accept the terms and conditions of this Licence Agreement, you should not register this Product. You should return it together with its packaging and all documentation to the place from which you purchased it together with proof of purchase for a full refund. See the reverse of your invoice for full terms regarding return of goods.

### 1. Licence Agreement

- 1.1 This Licence Agreement ("**Licence**") is a legal agreement between the Real Estate Institute of Queensland Limited ("**REIQ, Us/We/Our**") and the customer of this Product as set out in the Customer Details on the Subscription Form ("**You/Your**").
- 1.2 This Licence allows You to use the REIQ REALworks® software (together with any enclosed or related documentation and any upgrades supplied by Us to You) ("**Product**") during the Subscription Period unless terminated earlier under clause 11 (Termination) or extended under clause 10 (Renewal of this Licence). This Licence is not exclusive to You.
- 1.3 This Licence sets out your rights and obligations in relation to the use of the Product by You.

### 2. Grant of Licence

- 2.1 By registering this Product , You agree to be bound by the terms and conditions of this Licence.
- 2.2 You must not give, sell, rent, lease, transfer, sublicense, assign or otherwise make the Product or any part of the Product available in any form to any person without our prior written consent.
- 2.3 This Product is not sold to You. It is licensed to You. This means You have the right to use the Product as specified in this Licence only. Ownership of the Product and all subsequent copies of the Product including all intellectual property rights (including copyright) in and to the Product remain with Us at all times.

### **3. Licence Rights**

- 3.1** You may use this Product, subject to the terms of this Licence, for the period set out in the Subscription Form ("**Subscription Period**"). The Subscription Period commences when You have paid the subscription fee set out in the Subscription Form ("**Subscription Fee**").
- 3.2** Unless We agree otherwise, You are only authorised by this Licence to install and use the Product on [20] stand alone or networked computers at one geographical address all of which are under Your control and which meet the specifications referred to on the Subscription Form and documentation supplied with the product.
- 3.3** You must ensure that Your employees who have authorised access to the Product are made aware of the terms of the Licence and comply with the terms of this Licence.
- 3.4** We are not obliged to continue to renew, create, support, maintain, upgrade or update the Product during the Subscription Period or any other time.

### **4. Other Rights and Limitations**

- 4.1** Except where permitted by law and by this Licence, You must not use, copy, reverse engineer, modify, translate, merge, decompile, disassemble or create derivative works based on, the whole or any part of the Product in any way.
- 4.2** You may make one copy of the Product for backup purposes only.
- 4.3** The Product is licensed as a single product and You must not separate it into its component parts.

### **5. Limited Warranty**

- 5.1** Without limiting clause 6, We warrant that:
  - (a)** this Product, if installed and used in accordance with the documentation included in the Product, will perform substantially in accordance with that accompanying documentation for a period of thirty (30) days from the date of purchase; and
  - (b)** any disc on which this Product is supplied will be free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of purchase.
- 5.2** The warranty in clause 5.1 does not apply where the defect or failure of the Product is the result of accident, abuse, negligence, use other than in accordance with the documentation included in the Product, or misapplication of the Product by You, your employees, subcontractors or agents.

**5.3** Any replacement Product or disc provided under the warranty under this clause will be warranted on the same terms as set out in this clause for the remainder of the original warranty period or thirty (30) days, whichever is the longer.

## **6. Exclusion of Implied Warranties**

**6.1** The express warranties set out in clause 5 are in lieu of, and We expressly exclude to the fullest extent permissible by law, all warranties, conditions, terms and obligations whether express or implied by statute (including the Trade Practices Act 1974), general law, trade usage, custom or otherwise regarding the Product, including any warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights.

**6.2** You acknowledge that:

- (a) You have exercised Your independent judgment in acquiring the Product; and
- (b) You have not relied on any representation made by Us which is not expressly stated in this Licence or upon any descriptions, specifications or publicity material produced by Us.

## **7. Limitation of Liability**

**7.1** To the extent permitted by applicable law, our entire liability and Your exclusive remedy for breach of this Licence is, at our option, limited to either:

- (a) return of the original price paid for the Product; or
- (b) repair or replacement of this Product.

**7.2** To the extent permitted by applicable law, We are not liable to You for any loss of profits, revenue, goodwill, business opportunity or any indirect, consequential, incidental, punitive or exemplary damages, financial or economic loss or damage, costs or expenses, whether arising under contract, tort (including negligence), breach of statutory duty or otherwise, whatsoever or howsoever arising out of or in connection with this Licence.

**7.3** You acknowledge that the Subscription Fee reflects the allocation of risk between the parties and that We would not enter into this Licence without the limitations on Our liability contained in clauses 7.1 and 7.2.

## **8. Copyright**

You accept and acknowledge that copyright and all other intellectual property rights in the Product are owned by the REIQ.

## **9. Indemnity by You to Us**

You indemnify Us against any and all claims (including costs and expenses) made against Us by a third party arising out of any breach by You of this Licence or your use of the Product otherwise than in accordance with this Licence.

## **10. Renewal of this Licence**

**10.1** We are not obliged to renew this Licence.

**10.2** We may agree to enter into a new licence agreement with You at the end of the Subscription Period for a further period and on terms to be agreed with You at that time. If We enter into a new licence agreement with You, You will be required to:

- (a) pay an appropriate licence fee as determined by Us at that time; and
- (b) comply with the terms of the new licence agreement.

## **11. Termination**

**11.1** We may terminate this Licence immediately upon written notice to You if:

- (a) You fail to pay the Licence Fee or other payment required by Us under this Licence in the manner set out in this Licence or the Subscription Form;
- (b) You breach a term of this Licence; or
- (c) We give You at least **[seven (7)]** days' prior written notice of termination of the Licence.

**11.2** If this Licence terminates or expires for any reason:

- (a) You must cease all use of the Product;
- (b) You must destroy in the manner directed by Us or return to Us:
  - (i) the original and any copies of the Product including documentation; and
  - (ii) any other documentation associated with the Product; and
- (c) We will be discharged from any further obligations under this Licence.

## **12 Audits**

Upon at least **[three (3)]** days' written notice, You will permit Us or an independent audit firm selected by Us to inspect and audit Your records together with any relevant supporting material relating to Your use of the

Product to ensure that You have complied with the terms of this Licence. The audit will be performed during Your normal business hours. The costs of the audit will be paid by Us.

### **13 Other Important Terms**

- 13.1** This Licence and the Subscription Form embodies the entire agreement between Us and You and supersedes any other agreement or discussions, oral or written, relating to the Product. A provision of this Licence can only be changed or waived if confirmed in writing and signed by Us. The Subscription Form cannot be changed for the duration of the Subscription Period.
- 13.2** You cannot assign, subcontract, sublicense or otherwise deal with Your rights under this Licence or allow any interest in them to arise or be varied without Our prior written consent.
- 13.3** This Licence is governed by and construed in accordance with the laws of Queensland and each party submits to the jurisdiction of the courts in Queensland for any proceedings in connection with this Licence. If any provision of this Licence is declared by a Court to be invalid, illegal, or unenforceable, the relevant provision must be severed from the Licence and the other provisions shall remain in full force and effect.
- 13.4** A notice or consent under this Licence is only effective if it is in writing, signed and left at or sent by mail, fax or email to a party at the party's address as set out in the Subscription Form. If it is sent by mail, it is taken to have been received three (3) working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee receives it in full and in legible form. If sent by email, it is taken to have been received when read by the addressee or the on the first day it could have been read by the addressee, whichever is the earlier.

### **14 Questions**

Should you have any questions concerning this Licence, contact:

The Real Estate Institute of Queensland Limited  
On Telephone : 07 3249 7347 ,  
Or facsimile : 07 3249 6211,  
or write to:  
PO Box 1555  
Coorparoo DC Qld 4151