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NEW IN THIS VERSION

- No card surcharges. Bank transfer is our preferred way to be paid, and paying by card costs you nothing extra (clause 10.5).
- Unless you have account terms, we release final files once the invoice is paid (clause 10.2).
- What happens when an invoice is overdue, and who pays the cost of recovering it (clause 11).
- We keep copyright in our work and license it to you once you've paid. The licence is suspended while an invoice is overdue (clauses 12.4 and 12.5).
- If you book for someone else, such as a property owner, you're both responsible for payment (clause 1.5).
- A visit where we can't get in, or the property isn't ready, may cost up to 50% of the booked fee (clause 4.2).
- How we use AI tools, and the human review behind our work (clause 16).
- Drone flights, CASA rules and airspace restrictions (clause 6).
- Exclusive arrangements now need a signed Client Agreement, and a Quote's own terms apply to its job (clauses 1.4 and 22.2).

PART 1 · CLAUSE 1

About these terms

IN SHORT

- These terms apply every time you book, order, accept or pay for our services.
- A signed Client Agreement can change them for your account, and a Quote can change them for that job.
- When we update these terms, the new version applies only to bookings made after it takes effect.

1 How these terms work

1.1 Who we are

Patorama, we, us and our mean Patorama Studios Pty Ltd (ABN 29 651 650 145). **Client, you and your** mean the person or business that books, orders or pays for our Services.

1.2 When these terms apply

These terms apply to all of your dealings with us. You accept them when you:

- accept a Quote or our pricing;
- book or order Services; or
- accept, use or pay for any Services.

1.3 Quotes, Orders and Client Agreements

- A **Quote** is a written quote, proposal or price we give you for Services.
- An **Order** is a booking or order for Services, whether it's made through our booking system, by email, by phone or by accepting a Quote.
- A **Client Agreement** is a written agreement signed by you and us that sets out ongoing or special arrangements for your account, such as a retainer, account terms, agreed pricing or an exclusive arrangement. A Client Agreement incorporates the version of these terms it names.
- Each Order is a separate contract made up of these terms, the Order, any Quote it relates to and any Client Agreement.
- Our **Price List** is our current list of prices and fees, which we'll give you on request. Where these terms refer to a fee in our Price List, that fee forms part of the Order.

1.4 If documents conflict

If there's an inconsistency between these documents, they apply in this order:

- a Client Agreement;

- a Quote or Order, but only where it expressly changes these terms (for example, by setting different payment terms or a different number of revision rounds); and

- these terms.

1.5 Booking for someone else

If you book or order Services on behalf of someone else (for example, an agent booking for a property owner), you warrant that you have their authority, and you and that person are jointly and severally responsible for paying the Fees, unless we've agreed in writing that only they are responsible.

1.6 Changes to these terms

- We may update these terms from time to time. We'll publish each new version on our website with the date it takes effect, and let you know about the changes.
- A new version applies to Orders made on or after the date it takes effect. The version in force when an Order was made continues to apply to that Order.
- A Client Agreement uses the version of these terms it names, unless the Client Agreement says otherwise.
- Previous versions are available on our website, or from us on request.

1.7 Definitions

Words in bold are defined where they first appear. Other capitalised words have the meanings given in clause 26.

PART 2 · CLAUSES 2-4

Bookings and services

IN SHORT

- We do the work in your Order, to the standards of our industry.
- Each deliverable includes two rounds of changes. After that, or if we don't hear from you within 5 business days, it's treated as accepted.
- Cancel or move a booking more than 24 hours ahead and there's no fee. Later than that, a fee may apply.

2 Our services

2.1 Services

We'll provide the services set out in your Order or Quote (the **Services**), including the photos, videos,

plans, designs and other outputs described there (the **Deliverables**).

2.2 Standards

We'll use our best efforts to provide the Services in line with all applicable Laws and industry standards.

2.3 Changes to scope

- We only have to make changes to the Services (**Changes**) if we agree in writing to make them and you confirm in writing that you want us to go ahead.
- Changes may affect the Fees and Timelines. If they do, we'll tell you before we start.
- If the scope of work changes, we may extend or adjust delivery schedules and deadlines as reasonably required.

2.4 Timing

- We may agree schedules with you for the Services and Deliverables, including estimated completion dates and deadlines (**Timelines**).
- We'll use our best efforts to meet Timelines, but they can change if unforeseen complexities arise. We'll keep the impact to a minimum and tell you if a variation of more than 24 hours is needed. A change we make to a Timeline won't cost you anything extra.
- We may revise Timelines if a delay is caused by you not giving us timely access, Feedback, information or Material we reasonably request to perform the Services.
- Subject to clause 4.3, we may adjust timing because of circumstances outside our control, such as weather, fires and other natural disasters, government travel restrictions and pandemics. If work has already started, we may charge for the work completed and the travel already undertaken.

3 Feedback, revisions and acceptance

3.1 Feedback period

When we give you a Deliverable to review, please send any feedback or requested changes (**Feedback**) by email within 5 Business Days of delivery, or within any other time frame in your Quote (the **Feedback Period**).

3.2 Revisions

- Unless your Quote says otherwise, each Deliverable includes two rounds of Feedback (**Rounds of Feedback**).
- We'll use our best efforts to incorporate your Feedback and give you an updated version.

- (c) Feedback beyond the included Rounds of Feedback, or asking for work outside the agreed scope, isn't included in the Fees and will be charged as an extra.
- (d) If your Quote refers to "major" or "minor" changes, we'll decide, acting reasonably, which is which.

3.3 Acceptance

- (a) A Deliverable is accepted when:
 - (i) you tell us you accept it;
 - (ii) the Feedback Period ends without us receiving Feedback;
 - (iii) we've delivered a version that incorporates your last included Round of Feedback; or
 - (iv) you publish it or use it in your marketing.
- (b) Once a Deliverable is accepted, further revisions aren't included in the Fees.

3.4 Errors in approved work

- (a) Please check each Deliverable carefully before you approve or publish it, especially addresses, prices, names, measurements and contact details.
- (b) If you review and approve a Deliverable, you accept responsibility for any errors or omissions in it. We'll still use our best efforts to make sure there aren't any.
- (c) To the maximum extent permitted by law, you release us from all liability for loss or damage arising from an error or omission in a Deliverable you've reviewed and approved.

4 Cancellations, rescheduling and access

4.1 Cancelling or moving a booking

- (a) Please tell us by email, SMS or phone as soon as you know you need to cancel or move a booking.
- (b) If you cancel or move a booking more than 24 hours before its scheduled start, there's no fee.
- (c) If you cancel or move a booking less than 24 hours before its scheduled start, we may charge up to 50% of the Fee for the affected Services.
- (d) If you cancel less than 12 hours before its scheduled start, we may charge up to 100% of the Fee for the affected Services.
- (e) Whether we charge a fee under this clause is up to us, and we'll take your circumstances into account, such as a genuine emergency.

4.2 No access, or the property isn't ready

If we arrive at the booked time and can't get into the Premises, or the Premises aren't ready for the Services (see clause 9.4), because of something you, the occupants or anyone acting for you did or didn't do, we may charge up to 50% of the Fee for the affected Services. Any rebooked Services are charged as a new booking.

4.3 Weather

- (a) Weather can stop or spoil exterior, twilight and aerial work. If we decide before we set out that the weather means a shoot, or part of it, can't go ahead, we'll reschedule it with you at no charge.
- (b) Despite clause 4.1, if you want to move a booking because of the weather before we set out, and we agree the weather is unsuitable, there's no fee.
- (c) If weather stops us finishing exterior or aerial work after we've started and we have to make a separate return trip, a return-visit fee may apply, as set out in your Quote or our Price List.

PART 3 · CLAUSES 5-8

Service-specific terms

IN SHORT

- Photos and videos arrive as download links. Keep your own copies, because we only keep final files for 12 months.
- Drone flights follow CASA rules, and on the day the pilot decides whether a flight is safe and legal.
- We enhance, we don't invent. We won't alter permanent features of a property unless you ask in writing, and you're responsible for how edited images are used in your advertising.
- Floor plans are marketing illustrations, and their measurements are approximate.

5 Photography and video

5.1 Using photos and video

You may use the photos and videos we create for you (**Photography and Videography**) only for the property, project or purpose in your Order, under the licence in clause 12. You must not allow or encourage anyone else to use them, except as clause 12 allows.

5.2 Permits and venues

You must get any consent or permission, and pay any fees, needed for us to photograph or film at a particular venue, location or event.

5.3 Equipment failure or illness

We take all reasonable care in providing Photography and Videography. If our equipment fails, or a photographer or videographer is ill or unavailable, we'll offer to reschedule, and if that isn't possible we'll refund what you've paid for the affected Services. Apart from that refund, and to the extent permitted by law, we're not liable for loss or damage caused by equipment failure or illness.

5.4 Editing by you

You may crop and resize Photography and Videography and add your own branding, logos and text for marketing. You must not otherwise alter or manipulate it (including with AI tools) without our written permission.

5.5 Raw files

If we agree, you may buy raw photo files or raw footage in a viewable format for an extra fee we reasonably set. Supplying them on a separate hard drive costs a further fee we reasonably set.

5.6 Delivery

We deliver Photography and Videography by electronic download link, usually as JPEG files for photos and MP4 files for video, unless your Order says otherwise.

5.7 Storage and archive

- (a) We keep final files for 12 months after delivery. Please copy them to your own storage, because after 12 months we can't guarantee they'll still be available.
- (b) Requests to retrieve or resend files more than 3 months after delivery may attract an archive fee.

6 Drone and aerial services

6.1 CASA rules

We fly drones commercially under the Civil Aviation Safety Regulations 1998 (Cth) and the rules, approvals and conditions set by the Civil Aviation Safety Authority (**CASA**). Our pilots hold CASA remote pilot licences.

6.2 The pilot's decision is final

Our pilot decides whether, when, where and how high a flight can safely and lawfully go ahead. They may delay, shorten, move or cancel a flight at any time, including on the day and even if the rest of the shoot goes ahead, because of weather (including wind, rain and poor visibility), airspace restrictions, people or vehicles nearby, wildlife, equipment issues or any other safety risk.

6.3 Restrictions and approvals

- (a) CASA rules and airspace restrictions can limit where, when and how high we can fly, and which angles we can capture: for example near airports and in controlled airspace, over or near people, in restricted areas and at night.
- (b) Some land needs permission from its owner or managing authority before we can fly from or over it, for example National Land in Canberra (managed by the National Capital Authority) and some parks and reserves.
- (c) If we know a restriction affects your property, we'll tell you before the shoot. Where an approval is available we'll apply for it, which can take extra time. If an approval involves an extra cost, we'll quote it first.
- (d) We can't guarantee that any particular aerial image or angle will be possible.

6.4 Your part

- (a) Tell us before the shoot about anything that could affect a flight, such as overhead power lines, tall trees, animals, construction work, events or activity on neighbouring properties.
- (b) Make sure the owner and occupants know a drone will be flying, and that we have permission to take off and land on the property.
- (c) Don't ask us to fly in a way that breaks CASA rules or the conditions of an approval. We'll refuse.

6.5 Privacy

We plan aerial shots to feature your property, and take reasonable steps to avoid capturing identifiable people or neighbouring private spaces in detail. Please tell us before the shoot about any sensitivities we should know about.

6.6 If a flight can't go ahead

If aerial work can't be completed because of weather, airspace or a safety restriction, we'll reschedule it where we can (clause 4.3 applies). If it can't be done at all, we'll either replace it with equivalent ground-level work or remove it from your invoice.

7 Editing, retouching and virtual staging

7.1 We enhance, we don't invent

Our editing makes images accurate and appealing: for example balancing light and colour, correcting lens distortion and replacing a dull sky. It doesn't add permanent features that don't exist, or hide permanent features that do (see clause 7.3). Our Commitment to AI explains our approach.

7.2 Enhancements on request

Enhancements such as decluttering, object removal, virtual staging, twilight conversion and grass greening are available on request. They may cost extra, as set out in your Quote or our Price List.

7.3 Permanent features

We won't remove, add or disguise permanent features of a property or its surroundings (for example structures, power lines, cracks or other damage, neighbouring buildings or views) unless you instruct us in writing. Even then, we may decline an edit we think could mislead buyers or tenants.

7.4 Your responsibility for edited images

- (a) You're responsible for how edited, enhanced and virtually staged images are used, and for making sure your advertising complies with the law, including the Australian Consumer Law and any real estate advertising rules about identifying images that have been virtually staged or digitally altered.
- (b) If you ask, we'll tell you which Deliverables have been virtually staged or otherwise altered beyond standard editing.

8 Floor plans and design

8.1 Floor plans

Floor plans we prepare are illustrations for marketing. Measurements and areas are approximate, and a floor plan isn't a survey or a building plan. Where you give

us plans or measurements, we rely on them (see clause 9.5). We recommend that your advertising states floor plans are for illustration only and measurements are approximate.

8.2 Graphic design

If you ask us to use material that belongs to someone else in a design (for example a third party's logo, image, font or template), you must get a licence to use it, and you indemnify us against any loss or damage arising from a breach of this clause.

PART 4 · CLAUSE 9

Your responsibilities

IN SHORT

- Give us accurate information, and safe, clear access at the booked time.
- Make sure you have the owner's authority, and any consent the law requires from tenants or occupants, before we photograph a property.
- If information you give us is wrong, we're not responsible for the result.

9 What we need from you

9.1 Information and assistance

You must give us the documents, information and assistance we reasonably need to perform the Services, and liaise with us as we reasonably request.

9.2 Access to your accounts

Where the Services involve your website, social media or other accounts, you must give us the access we reasonably need, preferably by adding us as a user rather than sharing a password.

9.3 Your authority

- You warrant that you own the property where you've asked us to provide the Services (the **Premises**), or that you have the owner's authority for the Services, including any aerial photography, to be performed there.
- You also warrant that any notice to, or consent from, tenants or occupants that the law requires for us to enter, photograph and film the Premises, and for images showing their belongings to be published, has been given or obtained.

9.4 The Premises

- Access.** You must make sure we have clear and free access to the Premises, and to every area we reasonably need, at the booked time. If we can't get access because of something you did or didn't do, you're responsible for rebooking, and clause 4.2 applies.
- Clean and ready.** Before we arrive, the Premises must be clean, uncluttered and ready, and your Personnel and anyone else on site must not interfere with the Services. If the Premises aren't ready, clause 4.2 applies.
- Safety.** You warrant that the Premises are safe for us and our Personnel to enter and work in, including under applicable work health and safety laws. Please tell us about any hazards, such as dogs, construction work or unsafe structures, before we arrive.

9.5 Your materials

- You warrant that all information, documents and other Material you give us for the Services, including floor plans, measurements and property details (**Client Materials**), are complete, accurate and up to date.
- We rely on the accuracy of the plans, specifications and other information you give us.
- You release us from all liability for loss or damage arising from the Services, to the extent it's caused or contributed to by Client Materials being incomplete, inaccurate or out of date.

PART 5 · CLAUSES 10-11

Fees and payment

IN SHORT

- Unless we've agreed account terms with you, please pay before we release your final files.
- Bank transfer is our preferred payment method. We accept cards too, and never add a card surcharge.
- If an invoice becomes overdue we may pause work, and you may have to pay the reasonable costs of recovering it.

10 Fees and payment

10.1 Fees

- You must pay the fees for the Services set out in your Order, Quote or invoice, and any cancellation, no-access, return-visit, archive, licence or other fee payable under these terms (together, the **Fees**).
- Each amount is due on the date set out in your Order or Quote or, if none is set out there, the date on our invoice. If no date is set out anywhere, it's due within 14 days of the invoice date. That date is the **Due Date**.
- Fees include GST unless your Quote says otherwise.
- Fees paid under these terms aren't refundable if you change your mind. This doesn't limit your rights under the Australian Consumer Law.

10.2 Payment before release

- Unless we've agreed in writing that you can pay after delivery (**account terms**), you must pay each invoice in full before we release the final Deliverables. We may share previews or watermarked versions before then.
- If we've agreed account terms with you, we'll release Deliverables on delivery and you must pay each invoice by its Due Date.

10.3 Invoices

We'll issue you a valid tax invoice for the Fees. Please send any questions about an invoice to accounts@patorama.com.au.

10.4 Expenses

You must pay:

- expenses listed in a Quote, including travel or location fees; and
- other expenses we reasonably incur in connection with the Services, if you approve them before we incur them.

10.5 How to pay

- Our preferred payment method is bank transfer (EFT) to the account shown on our invoice.
- We also accept credit and debit cards through the secure payment link on our invoice.
- We don't charge a surcharge for paying by card.

10.6 Protecting your payment

- We'll never change our bank details by email alone. If you receive a message saying our bank details have changed, call us on 0483 987 570 to confirm before you pay.
- A payment is made only when the money reaches our nominated account.

11 Late payment and debt recovery

11.1 If an invoice is overdue

If you don't pay an amount by its Due Date, then until it's paid, or we've agreed a payment arrangement with you in writing, we may:

- suspend or stop providing Services to you;
- withhold any Deliverables we haven't yet released; and
- decline further bookings.

11.2 Recovering overdue amounts

If an amount remains unpaid after its Due Date, we may take reasonable steps to recover it. These may

include:

- sending payment reminders or a formal demand for payment;
- engaging a debt collection agency;
- commencing court or tribunal proceedings;
- seeking adjudication where available; or
- taking other recovery action available under the law.

11.3 Recovery costs

To the extent the law allows, you must pay the reasonable costs we incur in recovering an overdue amount. These may include reasonable debt collection fees, legal costs, court or tribunal filing fees and other reasonable expenses directly related to recovering the outstanding amount.

11.4 Using Deliverables while unpaid

Your right to use Deliverables depends on payment. If an invoice is overdue, your licence to use the Deliverables it covers is suspended until it's paid (see clause 12.5).

11.5 Disputed invoices

If you think an invoice is wrong, tell us in writing before its Due Date, explaining why, and pay any part you don't dispute by the Due Date. We'll work with you to resolve it under clause 23.

11.6 Talk to us early

If you're having trouble paying, contact us before the Due Date. We'll consider a payment arrangement, which must be agreed in writing.

PART 6 · CLAUSES 12-13

Ownership and use

IN SHORT

- We keep copyright in the work we create. Once you've paid, you can use it permanently to market the property it was made for.
- Anyone else who wants to use it, such as a new agent for the same property, needs a licence from us.
- We may show our work in our portfolio. If a listing is confidential, tell us before the shoot.

12 Intellectual property

12.1 Key terms

In this clause:

- Material** means tangible and intangible information, documents, reports, software (including source and object code), inventions, data, images, video, designs and other materials in any media;
- New Material** means Material we create for you in providing the Services, including the Deliverables; and
- Existing Material** means any Material other than New Material.

12.2 Existing Material

- Each party keeps ownership of the Intellectual Property Rights in its own Existing Material. Nothing in these terms transfers ownership of either party's Existing Material to the other.
- You grant us, and our Personnel, a non-exclusive, royalty-free, non-transferable, worldwide and irrevocable licence to use your Existing Material as reasonably required to perform the Services.
- You warrant that our use of your Existing Material won't infringe anyone's Intellectual Property Rights, and you indemnify us against all losses, claims, expenses, damages and liabilities (including taxes, fees and costs) arising from any such infringement.
- We grant you a non-exclusive, royalty-free, non-transferable licence to use our Existing Material to the extent it's incorporated into the Deliverables, for as long as you're licensed to use those Deliverables under this clause.

12.3 We own the New Material

Unless a Client Agreement or your Quote says otherwise, we own the copyright and all other Intellectual Property Rights in the New Material, including all photos, video, floor plans and designs, from the moment they're created.

12.4 Your licence

Once you've paid the Fees for an Order in full, we grant you a non-exclusive, perpetual, royalty-free licence to use the Deliverables from that Order to:

- market the property or project they were created for, including if it's listed for sale or lease again later; and
- promote your business in connection with that property or project, for example in "just sold" or "just leased" campaigns, award entries and your own portfolio.

You may let publishers, printers, social media platforms and other service providers acting for you reproduce the Deliverables for those purposes, and grant property portals the licence they need to publish your listing. Otherwise, the licence isn't transferable.

12.5 Before you've paid

If we release Deliverables before you've paid in full (for example, on account terms), you may use them under clause 12.4 until the Due Date. If the invoice isn't paid by its Due Date, your right to use the Deliverables it covers is suspended until it's paid in full, and any use in the meantime is unlicensed.

12.6 Other people

Anyone else who wants to use the Deliverables for their own purposes (for example a different agency marketing the same property, or an owner who didn't pay for the shoot) needs a licence from us, and we may charge a licence fee. Please refer them to us.

12.7 Our use

We may use, copy, modify and adapt the New Material for our own marketing and promotion, subject to clause 13.

12.8 If you need to own it

If you need to own the copyright in the New Material (for example, for the long-term marketing of a development), we can agree to assign it to you in a Client Agreement or Quote. If we do, you grant us a perpetual, royalty-free licence to use the New Material under clauses 12.7 and 13.

12.9 Third-party rights

We warrant that the Services, and your receipt and use of them for their intended purpose, won't infringe any third party's Intellectual Property Rights. This doesn't apply to Client Materials or other material you ask us to use (see clauses 8.2 and 12.2(c)).

13 Portfolio and credit

13.1 Our portfolio

Subject to clauses 13.3 and 14, and unless we agree otherwise in writing, we may describe the Services, and reproduce, publish and display the Deliverables (including our analysis of the results we achieve), in our portfolio, website, social media, pitch decks and award entries, for recognition and to promote our business.

13.2 Credit and references

We may be credited as the creator of the Deliverables, and may refer to you and use your name, logos and other branding for that purpose, acting reasonably and without suggesting that we act on your behalf.

13.3 Keeping work private

If a property or project is confidential (for example an off-market listing, or a home where the owners' privacy is a concern), tell us in writing before the shoot and we'll agree what we can use, and when.

technology

IN SHORT

- We keep your confidential information confidential, and expect the same from you.
- We use AI tools to help deliver our services. A qualified person on our team reviews AI-assisted work, and using AI doesn't reduce our responsibilities to you.
- Some of our work is done by team members and trusted suppliers outside Australia.

14 Confidentiality

14.1 Keeping information confidential

Neither party may disclose the other party's Confidential Information to anyone, during or after our dealings, except:

- with the other party's prior written consent;
- as required by Law; or
- to its own Personnel and advisers who need to know it for the purposes of these terms (Additional Disclosees).

14.2 Using Confidential Information

Each party may use the other party's Confidential Information only to exercise its rights or perform its obligations under these terms.

14.3 Additional Disclosees

Each party must make sure its Additional Disclosees keep the other party's Confidential Information confidential on these terms. If the other party reasonably asks, it must arrange for an Additional Disclosee to sign a document protecting that information.

14.4 Breaches

If a party becomes aware of a suspected or actual breach of this clause by it or its Additional Disclosees, it must notify the other party immediately and take reasonable steps to prevent, stop or limit the breach. The parties agree that damages may not be a sufficient remedy for a breach.

14.5 Returning information

When our dealings end, or if the other party asks, each party must return or destroy documents and other Material containing the other party's Confidential Information. This doesn't apply to copies a party must keep by law, copies in routine backups, or New Material we own.

15 Privacy and your data

15.1 Privacy

Each party must comply with its obligations under the Privacy Act 1988 (Cth), to the extent the Act applies to it. We use personal information only to provide the Services, to run our business and as the law allows.

15.2 Personal information you give us

- For personal information and other data you give us in connection with the Services (Third Party Data), you warrant that:
 - you have all rights needed for us to perform the Services using it;
 - you're not breaching any Law by giving it to us;
 - we won't breach any Law or Third Party Terms by performing the Services using it; and
 - there are no restrictions on its use (including under Third Party Terms) or, if there are, you've told us about them and we've agreed to perform the Services anyway (which we don't have to do).
- You indemnify us and our officers, employees and agents against any loss (including reasonable legal costs) or liability any of them incur that is caused or contributed to by a breach of these warranties.

16 Use of artificial intelligence

16.1 How we use AI

We may use artificial intelligence (AI) tools, and AI-enabled features within our software, to help us deliver the Services and run our business, for example in photo and video editing, drafting and proofreading written content, transcribing and summarising calls and meetings, and scheduling and administration. AI is used as an assistive tool only.

16.2 Human review

A qualified member of our team reviews AI-assisted work before it forms part of a Deliverable. Using AI doesn't reduce our responsibilities to you under these terms.

16.3 What you acknowledge

You acknowledge and agree that:

- AI features may be embedded in the third-party platforms we use;
- your information may be processed by these tools in the course of us providing the Services, including outside Australia as described in clause 17.2;
- we only use business or enterprise grade AI tools that provide contractual confidentiality protections, we take reasonable steps to make sure the contractors we engage do the same, and we won't knowingly input your information into publicly available AI tools that use submitted data to train their models; and
- AI outputs can be incomplete or incorrect, and no AI output is provided to you as advice without human review.

16.4 AI and images

We don't present AI-generated images as photographs of your property. Where AI tools are used to alter an image, such as for virtual staging, clause 7 applies.

16.5 Automated processing of personal information

We handle personal information processed by AI tools in line with clause 15. To find out how we use automated processes, including AI, when handling personal information, including the kinds of personal information used and the kinds of decisions those processes make or assist with, contact us at hi@patorama.com.au.

16.6 If you don't want AI used

If you don't consent to the use of AI tools in delivering your Services, please tell us in writing. We'll discuss with you whether the Services can still be delivered, and whether the scope or Fees need to change.

16.7 Your use of AI

If you use AI tools in your own business to prepare, generate or supply information to us, you remain responsible for its accuracy and completeness. We're not liable for errors arising from AI-generated data, documents or instructions you supply.

17 Subcontractors and outsourced services

17.1 Subcontracting

We may subcontract any part of the Services. We're responsible for our subcontractors' acts and omissions as if they were our own.

17.2 Outsourced services

Some of our work, such as photo and video editing, floor plan drafting and administration, may be done by our team members and specialist suppliers located outside Australia (Outsourced Services). Your information and Material may be accessed, processed or stored outside Australia for that purpose. We take reasonable steps to make sure they keep it confidential and use it only to provide the Services.

18 Third-party platforms

18.1 Third Party Terms

The terms and conditions of third-party suppliers and platforms (Third Party Terms) may apply to parts of

the Services, for example social media platforms such as Instagram, Facebook and YouTube, file-sharing platforms such as Box and Dropbox, and virtual tour hosting platforms.

18.2 Telling you about them

We'll try to tell you about Third Party Terms that apply to the Services. When we do:

- (a) you must tell us immediately if you don't agree to them; and
- (b) if you don't tell us, you're taken to have accepted them, and we're not liable for any loss or damage you suffer in connection with them.

18.3 Effect on delivery

If you don't agree to Third Party Terms, it may affect our ability to meet delivery dates and times.

PART 8 · CLAUSES 19–21

Risk and liability

IN SHORT

- Your rights under the Australian Consumer Law always apply.
- Beyond those, our liability is capped at the greater of the fees for the job concerned and the fees you paid us in the 6 months before the problem arose.
- You're responsible for loss caused by your breach of these terms, or by your own negligent, fraudulent or criminal conduct.

19 Warranties

19.1 Compliance with laws

We warrant that in providing the Services, and you warrant that in receiving and using them, neither party will:

- (a) breach any applicable Laws, including privacy laws; or
- (b) infringe the Intellectual Property Rights or other rights of any third party, or breach any duty of confidentiality.

19.2 Acting reasonably

Each party warrants that it will act reasonably and in good faith in relation to its rights and obligations under these terms.

19.3 Australian Consumer Law

Nothing in these terms is intended to limit the operation of the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (the **ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there's a failure with the goods or services we provide.

19.4 General information

Any information we give you as part of or in connection with the Services is general in nature and may not suit your circumstances. You're responsible for complying with the laws and regulations that apply to your business, including advertising, workplace relations and privacy laws.

20 Liability

20.1 Limit on our liability

To the maximum extent permitted by law, our total liability to you for all loss or damage under or in connection with these terms is limited to the greater of:

- (a) the Fees paid or payable for the Order the claim relates to; and
- (b) the total Fees you paid us in the 6 months before the first event giving rise to the liability.

This limit doesn't apply to liability for personal injury or death, or for fraud.

20.2 Consumer guarantees

Where the ACL allows us to limit our liability for failing to comply with a consumer guarantee, our liability is limited to supplying the Services again or paying the cost of having them supplied again.

20.3 Indirect loss

We're not liable for any incidental, special or consequential loss or damage, or for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue, arising under or in connection with these terms or any goods or services we provide, except to the extent that liability can't be excluded under the Competition and Consumer Act 2010 (Cth) or any other applicable law.

20.4 Your indemnity

You indemnify us and our officers, employees and agents against any loss (including reasonable legal costs) or liability any of them incur that is caused or contributed to by your, or your officers', employees' or agents':

- (a) breach of these terms; or
- (b) negligent, fraudulent or criminal act or omission, except to the extent the loss was caused by our own negligence or breach of these terms.

21 Force majeure

21.1 Notice

If a party (the **Affected Party**) becomes unable, wholly or partly, to perform an obligation under these terms (other than an obligation to pay money) because of a Force Majeure Event, the Affected Party must promptly notify the other party in writing of:

- (a) reasonable details of the Force Majeure Event; and
- (b) as far as known, the likely extent to which it will be unable to perform, or delayed in performing, the obligation.

21.2 Suspension

If the Affected Party complies with clause 21.1, the affected obligation is suspended during the Force Majeure Event to the extent it's affected.

21.3 Overcoming it

The Affected Party must use its best endeavours to overcome or remove the Force Majeure Event as quickly as possible.

21.4 What counts

A **Force Majeure Event** means any of the following, to the extent it's beyond the Affected Party's reasonable control:

- (a) an act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
- (b) a strike or other industrial action;
- (c) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or pandemic; or
- (d) a decision or order of a government authority, including a public health order.

PART 9 · CLAUSES 22–26

Legal and general

IN SHORT

- We work with other clients, including your competitors. An exclusive arrangement applies only if it's in a signed Client Agreement.
- If there's a dispute, we'll both try to resolve it in good faith first. That doesn't stop us recovering an undisputed debt.
- These terms are governed by the law of the Australian Capital Territory.

22 Exclusivity

22.1 Our other clients

We don't provide the Services to you exclusively. We may provide the same or similar services to others, including businesses operating in the same market and area as you.

22.2 Exclusive arrangements

If you agree to use us exclusively for some or all of your marketing services, that arrangement applies

only if it's set out in a signed Client Agreement, which will state its scope, term and notice period.

23 Dispute resolution

- (a) If a dispute arises out of or in connection with these terms, the parties will try, promptly and in good faith, to resolve it before starting proceedings.
- (b) A party that wants a dispute resolved must give the other party full details of it in writing.
- (c) Complying with this clause is a condition of either party's right to claim any relief or remedy in respect of a dispute, including in a court or tribunal, except for:
 - (i) urgent interlocutory relief; or
 - (ii) recovering an amount that is due and hasn't been disputed under clause 11.5.
- (d) If a dispute isn't resolved within 20 Business Days after notice under paragraph (b), either party may start proceedings.

24 Notices

- (a) Apart from cancelling or moving a booking under clause 4.1, a notice under these terms must be in writing, in English and sent by email:
 - (i) to us, at hi@patorama.com.au, or accounts@patorama.com.au for payment matters; and
 - (ii) to you, at the email address in your Order or Client Agreement or, if there isn't one, the email address you most regularly use to correspond with us.
- (b) Either party can update its email address by notice to the other.

25 General

25.1 Governing law

These terms are governed by the law of the Australian Capital Territory. Each party irrevocably submits to the exclusive jurisdiction of the courts and tribunals of the Australian Capital Territory, and the courts that hear appeals from them, and waives any objection to proceedings being brought there on the basis that it's an inconvenient forum.

25.2 Business Days

If something must be done on a day that isn't a Business Day, it must be done by the next Business Day, unless these terms say otherwise.

25.3 Variations

Except for updates under clause 1.6, which apply to future Orders, these terms, an Order or a Client Agreement can only be varied by written agreement between the parties.

25.4 Waiver

Neither party may rely on the other's words or conduct as a waiver of a right unless the waiver is in writing and signed by the party granting it.

25.5 Severance

Any part of these terms that is wholly or partly void or unenforceable is severed to that extent. The rest of these terms remains valid and enforceable.

25.6 Joint and several liability

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

25.7 Assignment

Neither party may assign, novate or otherwise transfer its rights or obligations under these terms without the other party's prior written consent, except that we may assign our right to receive an overdue amount (for example, to a debt collection agency) without your consent.

25.8 Counterparts and electronic signing

A Client Agreement or other document under these terms may be signed electronically and in any number of counterparts. Each counterpart is an original, and together they form one document.

25.9 Costs

Except as these terms say otherwise (including in clause 11.3), each party pays its own costs of negotiating, preparing, signing and performing these terms and any Client Agreement.

25.10 Entire agreement

These terms, together with any Order, Quote and Client Agreement they apply to, are the entire agreement between the parties about their subject matter. They replace any earlier negotiation, conduct, arrangement, understanding or agreement about it, whether express or implied.

25.11 Survival

Clauses that by their nature continue after an Order or Client Agreement ends, including clauses 10 to 15, 19 and 20, survive its end.

26 Definitions and interpretation

26.1 Definitions

In these terms:

account terms has the meaning in clause 10.2.

ACL has the meaning in clause 19.3.

Additional Disclosee has the meaning in clause 14.1.

Affected Party has the meaning in clause 21.1.

AI has the meaning in clause 16.1.

Business Day means a day that isn't a Saturday, Sunday or public holiday in the Australian Capital Territory.

CASA has the meaning in clause 6.1.

Changes has the meaning in clause 2.3.

Client, you and **your** have the meaning in clause 1.1.

Client Agreement has the meaning in clause 1.3.

Client Materials has the meaning in clause 9.5.

Confidential Information means information of a party that is by its nature confidential, is marked or described as confidential, or that the other party knows

or ought reasonably to know is confidential, including business information, pricing, unpublished listing details and personal information. It doesn't include information that is public, other than because of a breach of these terms.

Deliverables has the meaning in clause 2.1.

Due Date has the meaning in clause 10.1.

Existing Material, Material and **New Material** have the meanings in clause 12.1.

Feedback and **Feedback Period** have the meanings in clause 3.1.

Fees has the meaning in clause 10.1.

Force Majeure Event has the meaning in clause 21.4.

Intellectual Property Rights means all present and future intellectual and industrial property rights anywhere in the world, including copyright, trade marks, designs, patents and rights in confidential information, whether registered or not.

Laws means all applicable laws, regulations, rules and binding codes and requirements of any government or regulatory authority.

Order has the meaning in clause 1.3.

Outsourced Services has the meaning in clause 17.2.

party means you or us, and **parties** means both of us.

Patorama, we, us and **our** have the meaning in clause 1.1.

Personnel means a party's officers, employees, contractors and agents and, for us, our subcontractors and the providers of Outsourced Services.

Photography and Videography has the meaning in clause 5.1.

Premises has the meaning in clause 9.3.

Price List has the meaning in clause 1.3.

Quote has the meaning in clause 1.3.

Rounds of Feedback has the meaning in clause 3.2.

Services has the meaning in clause 2.1.

Third Party Data has the meaning in clause 15.2.

Third Party Terms has the meaning in clause 18.1.

Timelines has the meaning in clause 2.4.

26.2 Interpretation

In these terms, unless the context requires otherwise:

- (a) the singular includes the plural, and the other way around;
- (b) a reference to a gender includes every other gender;
- (c) other grammatical forms of a defined word or phrase have a corresponding meaning;
- (d) a reference to a person, or to you, includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or not), a partnership, a trust and any other entity;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by novation and, for a trustee, any substituted or additional trustee;
- (f) a reference to a clause, schedule or annexure is to one in these terms, and a reference to these terms includes their schedules and annexures;
- (g) a reference to a document, including these terms, is to that document as varied, novated, ratified or replaced from time to time, subject to clause 1.6;
- (h) headings, and the summaries at the start of each Part, are for convenience only and don't affect interpretation;
- (i) the word "including" and similar words aren't words of limitation;
- (j) no provision is to be interpreted against a party because that party prepared these terms or the provision; and
- (k) a reference to \$ or dollars is to Australian dollars.