

APARTMENT ESSENTIALS DASHBOARD

SUBSCRIPTION FORM

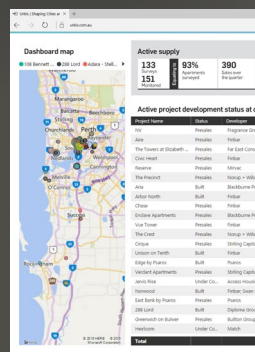
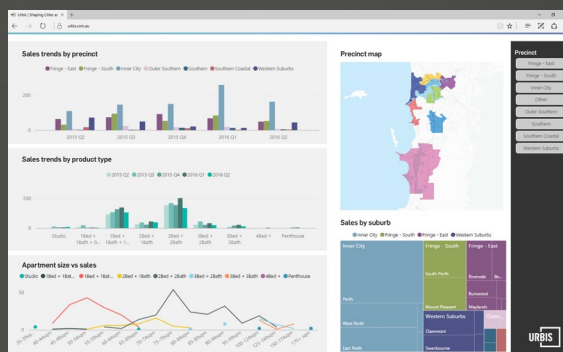
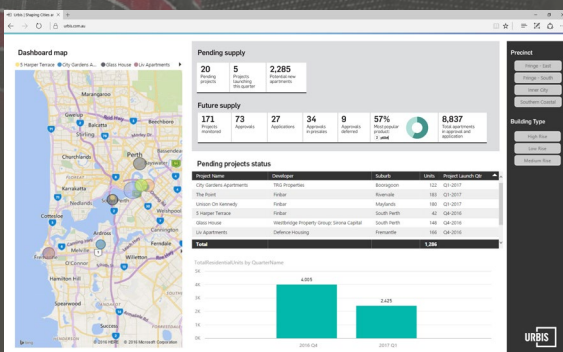


URBIS

PERTH APARTMENT ESSENTIALS DASHBOARD



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Screen grabs from the dashboard.



Gain deeper insight



Analyse the sales trends

As market leaders in the delivery of major city apartment market research, Urbis is continually innovating to bring our clients the most up to date and valuable information in this sector. Over the past 12 months we have been developing a new apartment market Essentials product utilising the latest Business Intelligence technology. This delivery platform for the apartment market Essentials product will allow timely electronic delivery of Essentials results with secure access.

Quarter end

Category	Date	Amount	Balance
Assets	31.03.2020	1,000,000.00	1,000,000.00
Liabilities	31.03.2020	1,000,000.00	1,000,000.00
Equity	31.03.2020	1,000,000.00	1,000,000.00

Financial

Building Type

Development Stage

Urbis

Non-participants*

\$8,500 per city *annually*

FREE *annually*

* Participants are those who currently provide surveys to support the Urbis Apartment Essentials. If you would like to become a participant in future surveys, please contact us on the details provided below.

SUBSCRIPTION AGREEMENT

1. CLIENT DETAILS

Business or Company Name	
ABN	
Postal Address (including for invoice purposes)	
Telephone	
Fax	
Email	
Contact name	

2. SUBSCRIBED PRODUCTS

	Product or Option Description	Subscription Fee
<input type="checkbox"/>	Apartment Essentials	
<input type="checkbox"/>	All cities	\$
<input type="checkbox"/>	Melbourne	\$
<input type="checkbox"/>	Sydney	\$
<input type="checkbox"/>	Gold Coast	\$
<input type="checkbox"/>	Brisbane	\$
<input type="checkbox"/>	Perth	\$
	Total Annual Subscription Fee	\$

3. INITIAL SUBSCRIPTION TERM

[Insert the initial subscription term. The default term is 12 months.]

4. USAGE RESTRICTIONS

[Insert relevant Usage Restrictions, such as user limits etc]

5. PAYMENT OPTIONS

☐ **Payment upon invoice**

☐ **Credit Card**

Card Number

Card Type ☐ Mastercard ☐ Visa

Card Holder Name

Expiry Date

CCV

Card Holder Signature

6. ACCEPTANCE

The Client accepts the Terms and Conditions attached to this Form and offers to subscribe to the Subscribed Products as set out in this Form.

Signed for and on behalf of the Client by its authorised representative in the presence of:

Signature of witness

Name of witness
(BLOCK LETTERS)

Signature of authorised representative

Name of authorised representative
(BLOCK LETTERS)

Signature of Urbis representative

Name of Urbis representative
(BLOCK LETTERS)

Date

1. Definitions and interpretation. In this Agreement:

- (a) **Agreement** means the agreement between Urbis and the Client, comprising these Terms and Conditions and the Form signed by Urbis and the Client;
- (b) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in Melbourne, Victoria;
- (c) **Client** means the person or entity specified as such in the Form;
- (d) **Data** means any data and information in any form on which a Product are based;
- (e) **Fee** means the subscription fee payable for each Subscribed Product;
- (f) **Form** means the subscription form to which these Terms and Conditions are attached;
- (g) **Product** means any online report and other publications that Urbis make publish or make available from time to time;
- (h) **Subscribed Product** means a Product to which the Client is subscribed to access under this Agreement. **Subscription** means a current subscription to a Subscribed Product;
- (i) **Terms and Conditions** means this document;
- (j) **Urbis** means Urbis Pty Ltd ABN 50 105 256 228;
- (k) **Usage Restrictions** means any restrictions (such as user limit) that apply to a Subscription;
- (l) "including" and similar expressions are not words of limitation;
- (m) headings are for convenience only and do not form part of this Agreement or affect its interpretation;
- (n) a provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement; and
- (o) if an act must be done on a specified day that is not a Business Day, it must be done instead on the next Business Day.

2. Term. This Agreement commences on the date the Form is signed by the Client and Urbis, and continues until all Subscriptions have been terminated or expired, or is otherwise terminated.

3. Subscription

- (a) The Subscribed Products as at the commencement date are as set out in the Form. The Client may from time to time request access to additional Products. If Urbis agrees to such request, the parties will document in writing the additional Subscribed Product, the Usage Restrictions and the additional Fee, and this Agreement will apply to that new Subscribed Product.
- (b) Unless otherwise agreed in writing, each Subscription has an initial term of 12 months. Each Subscription will automatically renew for successive periods of 12 months each unless either party notifies the other of the non-renewal at least 30 days prior to the expiry date of the Subscription.

4. Fees

- (a) The Client must pay the Fees for each of the Subscribed Products, using such electronic payment methods as approved by Urbis from time to time. Unless otherwise agreed by Urbis in writing, all Fees are payable annually in advance. All Fees must be paid without set-off or counterclaim of any kind.
- (b) Urbis may vary the Fees for any of the Subscribed Products from time to time by notice to the Client. The revised Fees will apply from the renewal of the Subscription.
- (c) The Fees exclude any GST. The Client must pay, at the same time and in the same manner as it pays the Fees, the amount of any GST payable.
- (d) If the Client fails to pay by the due date, then the Client must, on demand, pay interest calculated at the rate that is 2% annum above the rate nominated in section 2 of the Penalty Interest Rates Act 1983 (Vic), calculated and compounded daily, on that amount until the date of full payment.

5. Access to Subscribed Products

- (a) Subject to payment of the Fees and compliance with this Agreement and all Usage Restrictions, Urbis grants the Client a limited, non exclusive and personal right to access each Subscribed Product during the period of its Subscription. Urbis may implement tools and electronic measures to monitor and enforce the Usage Restrictions.
- (b) Access to the Subscribed Products may be subject to a logon system. The Client must keep safe and secure all access credentials, and must not disclose the access credentials to anyone other than its employees and agents authorised to access the Subscribed Products on the Client's behalf. The Client must not bypass or attempt to bypass any security measures.
- (c) The Subscribed Products may be delivered using third party hosted platform (currently Microsoft Power BI). The Client is solely responsible for (at its own cost) ensuring that it is able to access such platform, including compliance with the access terms and payment of any fees to the platform provider. Urbis does not own or operate such third party hosted platforms, and is not responsible for any failure or delay caused by the platforms. Urbis does not warrant that access to the third party hosted platforms is free, will remain free or will be available at all times.
- (d) Urbis may from time to time vary the format and content of any Subscribed Product in any reasonable manner.

6. Data and Intellectual Property

- (a) Nothing in the Agreement affects any rights of or title to any existing intellectual property rights. In particular, Urbis and its licensors will retain all rights and title in respect of the Subscribed Products and the Data.
- (b) The Client is only permitted to access, reproduce and use each Subscribed Products during the term of the Subscription for the purpose of informing its internal business decision making process, and all other uses are expressly prohibited. The Subscribed Products and the Data are confidential to Urbis, and the Client must keep them confidential.
- (c) Without limiting clause 6(b), the Client must not: (i) modify, translate, adapt or create derivatives works of the Subscribed Products or Data; (ii) sub-license, disclose, sell, distribute, publish, transmit or otherwise make available to any third person any part of the Subscribed Products or Data, or any information or data derived from or combined with the Subscribed Products or Data (including as an online service); (iii) use or provide the Subscribed Products or Data on a "white-labelled" basis, or for the benefit of any third person; or (iv) remove or alter any copyright notice and other acknowledgements from the Subscribed Products.
- (d) The Client acknowledges that Data is provided by third parties and Urbis does not review or verify the completeness or accuracy of any Data.
- (e) The Client is solely responsible for assessing the Subscribed Products and making its own decisions in respect of such information. To the extent permitted by law, Urbis does not accept any liability for any loss, damage or cost which the Client may incur from the use or reliance of any Subscribed Products or Data.
- (f) Urbis will use reasonable endeavours to update the Subscribed Products to reflect updated Data received by Urbis within one month after receipt of the Data, but Urbis is not liable for any delays.
- (g) The Client may from time to time provide feedback to Urbis on Urbis's products and services. Urbis may at its absolute discretion use and implement such feedback (including for all other Clients of Urbis) without the prior consent of, or the need to account to, the Client.

7. Suspension. Urbis may, without any liability to the Client, suspend access to any of the Subscribed Products without prior notice to the Client if: (i) Urbis reasonably suspects that the Client is in breach of this Agreement; (ii) Urbis is required by law to do so; (iii) the relevant Data is not available; (iv) suspension is necessary or desirable for repair, maintenance or security purposes; (v) the relevant third party hosted platform used to provide access is unavailable; or (vi) Urbis is affected by any cause or condition beyond its reasonable control, including fire, flood, act of God, sabotage, acts of terrorism, industrial disturbance and failure of electrical or telecommunications networks.

1. 8 Cancellation and termination

- (a) Urbis may from time to time terminate any Subscription or this Agreement for convenience by notice to the Client. Urbis will use reasonable endeavours to give at least 14 days prior notice, but actual notice may be shorter. If Urbis terminates under this clause 8(a), then the sole liability of Urbis is to refund a pro-rata amount of any prepaid Fees in respect of the balance of the terminated Subscription.
- (b) Urbis may terminate this Agreement for cause if: (i) the Client commits a breach of this Agreement or any third party hosted platform terms and fails to remedy the breach within 14 days after being requested to do so; (ii) the Client commits an act of insolvency or is under any form of external administration; or (iii) Urbis is required by law to do so, or considers it necessary to do so in order to comply with any laws. If Urbis terminates under this clause 8(b), then Urbis may retain all Fees paid by the Client.
- (c) Termination does not prejudice any pre-existing rights and remedies. Clauses 6, 8(c), 8(d) and 9 and other provisions which, by their nature, are intended to survive termination, survive termination or expiry of this Agreement.
- (d) On termination or expiry of a Subscription (for any reason): (i) the Client must pay all outstanding or accrued Fees; (ii) the rights granted in respect of the Subscribed Product automatically expire; and (iii) the Client must permanently delete all copies of the Subscribed Product from its systems.

2. Liability

- (a) To the maximum extent permitted by law, Urbis excludes all representations, warranties, consumer guarantees, terms, conditions and undertakings in respect of the Data, Subscribed Products and any other services provided in connection with this Agreement, including with respect to: (i) the fitness for purpose, accuracy or completeness of the Subscribed Products or the Data; (ii) whether any particular commercial outcome will be achieved by any person; (iii) whether the third party platform used to access the Subscribed Products is error-free, is free from computer viruses, is available when required or is compatible with the Client's computer systems.
- (b) To the maximum extent permitted by law, Urbis will not be liable to the Client in respect of any indirect, special and consequential loss (and in any event any loss of profit, loss of revenue, loss of opportunity and loss of goodwill) incurred or sustained by the Client arising from or in connection with this Agreement.
- (c) To the maximum extent permitted by law, Urbis' total liability to the Client arising out of or in connection with this Agreement will not exceed, and is expressly limited to, the amount paid by the Client to Urbis in the 12 months preceding the event that gave rise to the relevant liability.
- (d) All statutory or implied conditions, guarantees and warranties are excluded by Urbis to the maximum extent permitted by applicable law. To the extent permitted by law, where liability under any condition, guarantee or warranty which cannot legally be excluded but can be validly limited, such liability is limited to supplying the services again; or paying the cost of having the services supplied again.
- (e) The Client indemnifies Urbis from and against any loss suffered or incurred by Urbis arising out of the Client's use of the Subscribed Products or breach of this Agreement or the third party hosted platform terms by the Client.

3. General

- (a) A notice or other communication connected with this Agreement has no legal effect unless it is in writing.
- (b) If any provision in this Agreement is unenforceable, illegal or void or makes this Agreement or any part of it unenforceable, illegal or void, then that provision is severed and the rest of this Agreement remains in force.
- (c) This Agreement is the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement and supersedes any prior agreement or understanding on anything connected with that subject matter. Each party has entered into this Agreement without relying on any representation by any other party or any person purporting to represent that party.
- (d) Each party must pay its own costs and outlays connected with the negotiation, preparation and execution of this Agreement.
- (e) The law in force in the State of Victoria governs this Agreement. The parties submit to the jurisdiction of the courts exercising jurisdiction in the State of Victoria and any court that may hear appeals from any of these courts for any proceedings in connection with this Agreement.