

LARKI Customer Terms and Conditions

1. Application

These Terms apply to the provision of Services by LARKI to the Customer. In submitting a Neighbourhood Survey Request, the Customer agrees to be bound by these Terms.

2. Definitions

In these Terms: "ACL" means the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth). "Business Day" means a day that is not a Saturday, Sunday or public holiday in Victoria. "Customer" means a person who submits an Neighbourhood Survey Request to LARKI or makes a purchase from LARKI. "Customer Information" means any information owned by the Customer and provided to LARKI under or in connection with these Terms, including information containing any Intellectual Property rights. "Customer Price" means the price payable by the Customer to LARKI for the Neighbourhood Survey as displayed on the Website from time to time or in a document from LARKI. "Data Supplier" means a person who provides data to LARKI for the purpose of being sold to for the Customer. "GST" means any tax including any additional tax imposed on the supply of or payment for goods or services which is imposed or assessed under the A New Tax System (Goods and Services Tax) Act 1999 and all related and auxiliary legislation. "Intellectual Property" means all intellectual property and proprietary rights (whether registered or unregistered) including confidential information (and the right to have it kept confidential), designs, drawings, digital models, digital files, software, products, processes, financial information, business names, trademarks, service marks, marketing information, logos, specifications, patterns, templates, artwork, blocks, plates, discoveries, inventions, ideas, concepts, know-how, patents, patent applications, copyright (including moral rights under Part IX of the Copyright Act) and trade secrets. "LARKI" means LARKI Pty Ltd, ABN 35615835660. "Neighbourhood Survey" means site specific land surveying, architectural, property or planning data provided by LARKI for use by the specific intended Customer. "Neighbourhood Survey Request" means a request submitted through the Website for LARKI to provide a certain Neighbourhood Survey. "Terms" means these Terms and Conditions as amended by LARKI from time to time and available on the Website. "Website" means the LARKI website located at www.larki.info or www.larki.com.au.

3. Supply of Information

LARKI will supply the Neighbourhood Survey requested in an Neighbourhood Survey Request which meets the description provided by LARKI on the Website or in a document from LARKI. Together with the supply of the Neighbourhood Survey, LARKI will provide a description of the type of information provided, the original Data Supplier (Intellectual Property owner) and date that the data was originally supplied. The Neighbourhood Survey is provided at the request of and solely for the benefit of the Customer. No third parties are entitled to rely on any Neighbourhood Survey or information provided by LARKI for any purpose. The Customer indemnifies and holds LARKI harmless against any liability for any loss or claim arising out of or relating to

reliance by any third party on any Information provided by LARKI under these Terms.

4. Delivery

LARKI will use reasonable endeavours to provide the Neighbourhood Survey in accordance with times indicated on the Website or other correspondence with the Customer, but time will not be of the essence, the Customer will still be required to pay the Customer Price to LARKI for Neighbourhood Survey and LARKI will not be liable to the Customer if such delivery does not occur within the times indicated by LARKI.

5. Price and Payment

Customer Prices will be as set by LARKI. LARKI may amend Customer Prices at any time and such amended Customer Prices will apply to Neighbourhood Survey Requests submitted following the amendment. The Customer must pay the Customer Price in full (including GST) to LARKI by direct debit, Paypal or other method approved by LARKI prior to LARKI providing the Information to be purchased.

6. Queries, Consumer rights and remedies

(a) In the event that the Customer requires further information, has queries relating to the Information or is unsatisfied with the Neighbourhood Survey, the Customer should contact LARKI. The Customer must not contact LARKI's Data Supplier directly.

(b) The Customer can obtain full details of the consumer rights and remedies referred to in this clause 6 from the Australian Competition and Consumer Commission at www.accc.gov.au or from your local consumer protection agency. If LARKI supplies a Customer who is a consumer with services which are of a kind ordinarily acquired for personal, domestic or household use or consumption, or which are not of a kind ordinarily acquired for personal, domestic or household use or consumption but cost no more than \$40,000, the Customer has extensive rights under the ACL including consumer guarantees and remedies. LARKI's liability for failure to comply with a consumer guarantee is limited to supplying the Neighbourhood Survey again or paying the cost of having the Neighbourhood Survey supplied again. If the failure constitutes a major failure under the ACL, the Customer may terminate the contract for the supply of services, or recover compensation for any reduction in value of the services.

7. No Other Warranties

Nothing in this clause 7 limits the consumer rights and remedies referred to in clause 6. Subject to clause 6:

(a) any representation, warranty, condition, guarantee or undertaking that would be implied in these conditions of sale by legislation, common law, equity, trade, custom or usage or otherwise is excluded to the fullest extent permitted by law; and

(b) LARKI does not warrant or represent the performance, accuracy, reliability, coverage or continued availability of services or that Neighbourhood Survey or information provided will be free from faults, errors, omissions or interruptions.

8. Limit of Liability

LARKI will not under any circumstance be liable to the Customer in respect of any indirect, consequential or special losses (including loss of profit, holding costs, loss of business opportunity and payment of liquidated sums or damages under any other agreement). Subject to clause 6, in no circumstances will LARKI's liability to the Customer exceed the Customer Price actually paid by the Customer for the Neighbourhood Survey.

9. Intellectual Property and Purpose

(a) No Intellectual Property rights are transferred to the Customer through the provision of Neighbourhood Survey by LARKI. LARKI and LARKI's Data Supplier retains all right, title and interest in and to the Intellectual Property rights in the Information provided to a Customer and LARKI may use the Information and the Intellectual Property for any purpose. LARKI makes no representations or warranties in relation to Intellectual Property in the Information provided to Customers. The Customer licenses to LARKI such Intellectual Property rights in Customer Information as are necessary to enable LARKI to provide the Neighbourhood Survey in accordance with these Terms.

(b) The Customer is only permitted to use the Neighbourhood Survey for the purpose and for the address stated in the Neighbourhood Survey Request if accepted by LARKI, and is not permitted to reproduce any part of the Neighbourhood Survey or part of LARKI's Website.

10. No Cancellation or amendment

As the Neighbourhood Survey will be provided soon after the submission by the Customer of an Neighbourhood Survey Request, the Customer may not cancel or amend an Neighbourhood Survey Request. The Customer may submit additional Neighbourhood Survey Requests but the Customer Price must be paid in full for each Neighbourhood Survey Request. It is therefore important to ensure that details submitted in an Neighbourhood Survey Request are correct.

11. General

(a) Any waiver by LARKI of any of these Terms must be in writing signed by LARKI and will be effective only to the extent specifically set out in the waiver.

(b) Time is of the essence in relation to all the Customer's obligations under these Terms.

(c) If any provision or part of a provision of these Terms is found to be unenforceable, it is to be severed from these Terms and will not affect the operation or enforceability of the remaining provisions.

(d) This document is governed by the law of Victoria, Australia, and the parties submit to the nonexclusive jurisdiction of the courts of that state.

(e) These Terms may be varied at any time by LARKI with written notice to the Customer.

(f) These Terms constitute the complete agreement between LARKI and the Customer in relation to the supply of Neighbourhood Survey and information by LARKI to the Customer.