

# Terms of Use – Real estate agent and buyer Advocate users

**Effective Date:** 28 march 2025

These Terms of Use (“Terms”) constitute a legally binding agreement between you (“you”, “user”, “agent”, or “advocate”) and Premarket Listing Pty Ltd ABN 82 637 809 173

(“Premarket Listing”, “we”, “our”, or “us”) regarding your access to and use of the Premarket Listing platform, services, and related systems (collectively, the “Platform”).

By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree, you must not access or use the Platform.

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## 1. Eligibility and Account Registration

1.1 You must be a licensed real estate agent or accredited buyer advocate in Australia to access and use the Platform under a professional account.

1.2 You agree to provide accurate, current, and complete information during registration and to maintain and promptly update your account information as necessary.

1.3 You are solely responsible for maintaining the confidentiality and security of your login credentials.

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## 2. Use of the Platform

2.1 You may use the Platform only for the purposes of engaging in property-related services within the scope of your professional role.

2.2 You agree not to use the Platform for any unlawful, unethical, or unauthorised purpose.

2.3 You must not interfere with, disrupt, or attempt to gain unauthorised access to any part of the Platform or other users' accounts.

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## 3. Client Data and Privacy

3.1 All information, including vendor and buyer details, uploaded or entered into your account's Client Database is your property and remains under your control.

3.2 Your Client Database is private, exclusive to your account and agency, and not visible to other users unless specifically permitted by you (e.g., through buyer registration or listing invitation).

3.3 Premarket Listing does not sell, distribute, or use your client data for any purpose outside of providing services to you via the Platform.

3.4 You acknowledge and agree that, in certain circumstances (e.g. dispute resolution, verification, compliance), Premarket Listing may contact you regarding client-related information.

3.5 You are solely responsible for ensuring that all data you upload is accurate and that you have obtained all necessary consents to collect, store, and process personal information in accordance with the **Privacy Act 1988 (Cth)** and the **Australian Privacy Principles (APPs)**.

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## 4. Listings, Shares, and Buyer Registrations

4.1 Listings created or shared via the Platform must be genuine and accurately represent the property and vendor instructions.

4.2 You may only share listings or register buyers on listings where you are authorised to act.

4.3 All registrations of buyers are tracked and visible to the listing owner for transparency and record-keeping.

4.4 You must not misrepresent your interest, interfere with another user's transaction, or attempt to circumvent Platform workflows.

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## 5. Fees and Payments

5.1 Access to certain features of the Platform may require payment of fees or subscription charges.

5.2 All fees are displayed clearly at the point of purchase and are inclusive of GST unless otherwise stated.

5.3 Fees are non-refundable except as required under Australian Consumer Law or where otherwise agreed in writing.

5.4 Premarket Listing reserves the right to amend pricing or feature access with reasonable notice.

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## 6. Intellectual Property

6.1 All intellectual property rights in the Platform, including software, branding, content, and design, are owned or licensed by Premarket Listing.

6.2 You are granted a non-exclusive, non-transferable, revocable licence to use the Platform for your professional purposes in accordance with these Terms.

6.3 You must not reproduce, modify, republish, distribute, reverse-engineer, or commercially exploit any part of the Platform without prior written consent.

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## 7. Suspension and Termination

7.1 Premarket Listing may suspend or terminate your account at any time if you breach these Terms, misuse the Platform, or behave in a manner inconsistent with fair use.

7.2 You may terminate your account at any time by contacting us via support channels.

7.3 Termination does not affect any accrued rights or obligations that existed prior to termination.

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## 8. Liability and Disclaimers

8.1 To the maximum extent permitted by law, Premarket Listing disclaims all warranties, express or implied, and is not liable for any loss, damage, or claims arising from your use of the Platform.

8.2 We do not guarantee uninterrupted or error-free operation of the Platform or that it will meet your expectations or outcomes.

8.3 Nothing in these Terms excludes any rights you may have under the **Australian Consumer Law** which cannot be excluded by contract.

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## 9. Changes to Terms

9.1 We may update these Terms from time to time by posting the revised version on our website or within the Platform.

9.2 You will be notified of any material changes, and continued use of the Platform constitutes your acceptance of the updated Terms.

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## 10. Governing Law

These Terms are governed by the laws of Victoria, Australia. Any disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of Victoria.

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## **11. Contact Information**

For any questions, feedback, or notices under these Terms, please contact us at:

 Email: [admin@premarketlisting.com.au](mailto:admin@premarketlisting.com.au)