



VISION RE PARTNERS
ACCELERATING YOUR VISION

Vision RECap

USER TERMS AND CONDITIONS

As at 19 April 2024

Vision Re Partners Pty Ltd ACN 637 403 109

These User Terms and Conditions describes the terms and conditions which you accept by using the Vision RECap Site or the Vision RECap Services. Capitalised words in these User Terms and Conditions have the meanings set out in Schedule 1 of these User Terms and Conditions.

1. General

Before using Vision RECap Site and the Vision RECap Services, you must read and accept all of the terms in, and linked to, these User Terms and Conditions. You should also review all of Vision's policies as included on the Vision Site, as amended from time to time. By accepting these User Terms and Conditions as you access our Vision RECap Site, you agree that these User Terms and Conditions will apply whenever you use the Vision RECap Site, or when you use the tools we make available to interact with the Vision RECap Site. Some Vision RECap Sites and Vision RECap Services may have additional or other terms that we provide to you when you use those services. If you do not want to agree to these User Terms and Conditions, you must not access or use the Vision RECap Site.

2. Overview

The Vision RECap Site is an online platform where Users can share information, data, and material for insurance related purposes. Vision Re Partners has the right to operate and run the Vision RECap Site. Users may include individuals, company representatives, insurers, insurance brokers, risk engineers, insurance valuers, life, health and safety professionals, maintenance and repair contractors, property, asset and facility managers, investment fund managers, financiers, actuaries, financial professionals environmental, social and governance professionals, agents and financial, property or insurance related institutions.

By accessing the Vision RECap Site, you agree to the terms set out in this Agreement. We may amend these User Terms and Conditions and any linked information from time to time by posting amended terms on the Vision RECap Site. If any of the amendments to the User Terms and Conditions may have a material adverse effect on your use of the Vision RECap Site or the Vision RECap Services, we will use reasonable endeavours to notify you by way of email or through a notice that will appear on the Vision RECap Site for a period of at least 30 days. For completeness we encourage you to check our website periodically to ensure you are aware of our current User Terms and Conditions. Your continued use of the Vision RECap Site following the posting of revised User Terms and Conditions means that you accept and agree to the changes.

We are not a party to any contractual agreements between Users of the Vision RECap Site, we facilitate connections, the provision of goods, services and solutions between Users.

We may, from time to time, and without notice, change or add to Vision RECap Services, Vision RECap Site or the information, products or services described in it. We may seek feedback, comments and suggestions from Users and third parties in relation to the Vision RECap Site and the Vision RECap Services and we may modify or change certain features of the Vision RECap Site and the Vision RECap Services based on that feedback. Our goal is to improve the Vision RECap Site and the Vision RECap Services through User feedback and comments, however, we do not undertake to keep the Vision RECap Site updated. We are not liable to you or anyone else if any error occurs in the information on the Vision RECap Site or if that information is not current.

3. Eligibility

You will not use the Vision RECap Site if you:

- (a) are not able to form legally binding contracts (for example, if you are under the age of consent under the laws of Australia or in your jurisdiction), and if you use the Vision RECap Site, you warrant and represent that you are able to form legally binding contracts;
- (b) a person barred or prohibited from receiving and rendering services under the laws of Australia or other applicable jurisdiction; or
- (c) are suspended from using the Vision Re Cap Site.

All Users must have an Account. All Accounts are associated with individuals. First time users will be required to create their login credentials. A User must not share their login credentials and any relevant passwords with any other person (including any other User). The individual associated with the Account will be held responsible for all actions taken by the Account, without limitation.

Users may be subject to user verification procedures while they use the Vision RECap Site.

Where a User provides any information or data connected with a company or corporate entity in respect of which it is associated (either as an employee, director, contractor or otherwise) onto the Vision RECap Site, that User represents and warrants that it has the requisite authority to include such information or data, and that it is not in breach of any legal or contractual obligations (such as any obligations of confidentiality) by including that information.

We may, at our absolute discretion, refuse to register or cancel the registration of any person or entity as a User.

You cannot transfer or assign any rights or obligations you have under this Agreement without prior written consent.

You acknowledge that certain information you provide to register with this Vision RECap Site or otherwise, including, but not limited to, using any interactive features on the Vision RECap Site, is governed by our Privacy Policy.

4. Using the Vision Re Cap Site

While using the Vision RECap Site, you will not attempt to or otherwise do any of the following regardless of where you are located:

- (a) infringe any laws of Australia, international conventions, or instruments, third party rights or our policies;
- (b) undertake or facilitate or assist any other person to undertake any Robotic Process Automation with respect to any of the information set out on the Vision RECap Site;
- (c) circumvent or manipulate our fee structure, the billing process, or fees owed to Vision;
- (d) post false, inaccurate, misleading, deceptive, defamatory or offensive content (including personal information);
- (e) take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the Vision RECap Site);
- (f) transfer your Account (including feedback) and any login credentials to another party without our consent;
- (g) distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
- (h) distribute viruses or any other technologies that may harm Vision, the Vision RECap Site, or the interests or property of Vision or other Users (including their Intellectual Property Rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- (i) download and aggregate content from our website without our express written permission, "frame", "mirror" or otherwise incorporate any part of the Vision RECap Site into any other without our prior written authorisation;
- (j) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Vision RECap Site;
- (k) copy, modify or distribute rights or content from the Vision RECap Site or Vision copyrights and trademarks; or
- (l) harvest or otherwise collect information about Users, including email addresses, without their consent.

You acknowledge and agree that any tools, information, Risk Score assumptions, results and output produced by the Vision RECap Site are estimates and are intended for guidance purposes only. We do not guarantee the accuracy or suitability of any Data or insurance proposals produced by the Vision RECap Site. We make no representation, promise, guarantee, condition, warranty or other term about any asset profiles or estimated premiums produced by the Vision RECap Site.

You agree and acknowledge that the Vision RECap Site and the Vision RECap Services are provided on an "as is" and "as available" basis at any given time without any warranties or conditions of any kind, whether express, implied, statutory or otherwise, and may be substantially modified, withdrawn limited or restricted at any time. Although we may use commercially reasonable efforts to do so, we are under no obligation to provide technical support with regards to the Vision RECap Site or the Vision RECap Services, and we provide no assurance that any specific errors or performance issues in the Vision RECap Site or the Vision RECap Services will be corrected. We provide no assurance, condition, warranty or other term in relation to the availability or ability to store any data or information (including User Content) which you may upload to the Vision RECap Site, or to the amount of data that you may store on any User Account on the Vision RECap Site. You acknowledge that the services which we offer as part of the Vision RECap Services may change from time to time and agree that we will not be liable to you for any damage, loss or liability arising from such a change in the Vision RECap Services. In no event will we be liable to you for any damage whatsoever arising out of the use of or inability to use the Vision RECap Site or the Vision RECap Services.

Vision may at any time suspend or cancel a User's account if it suspects that a User might be in breach of this clause.

Information on the Vision RECap Site may contain general information about insurance, legal, financial and other matters. The information is not advice, and should not be treated as such. You must not rely on the information on the Vision RECap Site as an alternative to professional advice. If you have specific questions about any matter you should consult a professional adviser.

5. Roles and Permissions

The Vision RECap Site implements various permission-based roles as a means of assigning responsibility, upholding authority, and ensuring the protection of sensitive business or personal information.

Across the Vision RECap Site, permission-based roles are created against a user hierarchy relating to the role performed. Access to the Vision RECap Site is enabled via the functional role and limited on this basis to give access to authorised and assigned Users. Roles are assigned via the Organisation engaged.

User roles include but are not limited to:

- Master Asset Contact (MAC)
- Master Asset Contact Delegate (MACD)
- Strategic Asset Contact (SAC)
- Primary Asset Contact (PAC)
- Head Office (HO)
- Investment Fund Manager
- Insurance Broker (BKR)
- Insurer (Lead and Co-insurer) (INS)
- Contractor (CON)
- Strategic Partners (SP)

It is important to note that the role assigned to a User may allow them to access, view or edit information related to an Organisation. The MAC and/or MACD is responsible for assigning roles within the Organisation based on the User role types outlined above. Any User that is assigned a MAC and/or MACD acknowledge and agree that it is responsible and liable for the assignment of roles to Users within an Organisation, and therefore is responsible for the sharing of any information relating to the Organisation to Users through the Vision RECap Site. Users are encouraged to refer to and visit the Knowledge Centre contained on the Vision RECap Site for more information on the various permission-based roles.

Whilst Vision makes its best efforts to ensure roles are set to suitable permissions, Vision bears no liability for the incorrect assignment of roles or delegation of financial or other authorisations across the Organisation on the Vision RECap Site.

6. Risk Scoring

The Vision RECap Site includes 'risk scores' as an indicator of the level of risk associated with certain assets or a portfolio of assets (**Risk Score**).

The Risk Score is subject to several limitations and is dependent on the accuracy and reliability of information input by a User. The Risk Score and estimates generated do not consider all of the circumstances that may be relevant to determining the suitability of a policy or an insurer. The Risk Score is not intended to be relied on for the purposes of making a decision in relation to an insurance policy, acquisition or disposal of assets and is not a recommendation that the output is a suitable or sufficient amount to be used singularly for insurance purposes or other determinations. Vision have used reasonable endeavours to ensure the assumptions reflect industry standards including but not limited to the usage of expert consultants to guide the risk score, insurance related postcode tables for Terrorism, ICA Cresta Zone and 26th Parallel and FM Global occupancy information, but do not guarantee that the assumptions and data are or will remain current. To the extent permissible by law, Vision disclaims any liability and responsibility to any User who relies upon anything done or not done by using the Risk Score, or for any loss arising from reliance on this indicator. However, nothing in this limitation of liability should be read as derogating from a User's rights under law which cannot be excluded. Information that you enter into the Vision RECap Site is anonymous and is not recorded against a User's profile.

By agreeing to these Terms and Conditions, you acknowledge that a Risk Score is subject to change and may be updated from time to time. Vision bears no responsibility to any changes in a Risk Score and is not responsible for the accuracy or reliability of any changes that may be inputted by a User.

7. Intellectual Property

You agree that Vision retains all title, copyright, patents and all other Intellectual Property Rights to our knowledge, ideas, concepts, programmes, documentation, models, studies and methodologies used, acquired or developed through the Vision RECap Site. This includes any derivative works, feedback, new features or improvements used by Vision in enhancing the Vision RECap Site. Any information or material uploaded to the Vision RECap Site by a User remains the intellectual property of the User and the User hereby grants Vision a non-exclusive, royalty-free, irrevocable, sub-licensable and assignable worldwide licence to use any information or material to the extent necessary for the functionality of the Vision RECap Site and or performance of the Vision RECap Services.

You further acknowledge and agree that Vision is in the business of providing similar services to other clients and may house proprietary products to facilitate certain asset and asset related services on the Vision RECap Site. This may include but not be limited to, Risk Score, Asset Safe Spot Check and Asset Safe Biennial. You hereby acknowledge and agree that Vision reserves the right to use the same Intellectual Property Rights in servicing other clients.

8. Promotional Materials

You acknowledge that certain information or data that is uploaded or input via the Vision RECap Site may be displayed to other Users, in other marketing materials and through the provision of the Vision RECap Services. This information or data includes but is not limited to information pertaining to a company name, logo, images or other generally publicly available information. Any information or material uploaded to the Vision RECap Site by a User remains the intellectual property of the User and the User hereby grants Vision a non-exclusive, royalty-free, irrevocable, sub-licensable and

assignable worldwide licence to use any information or material to the extent necessary for the functionality of the Vision RECap Site and or performance of the Vision RECap Services.

Notwithstanding the above, to the extent required by law, we will obtain your prior consent to share any personal information.

9. Additional Services and Fees

You may from time to time during the term of these User Terms and Conditions elect to acquire Additional Services from us. We may charge fees for these Additional Services which we offer to you and you elect to acquire.

For any Additional Services, a Service Agreement will set out:

- (a) the services and deliverables (including any specifications for the services and deliverables) to be supplied by us to you;
- (b) the start date for the Service Agreement and any applicable term during which the services will be provided;
- (c) the fees payable for any services and the payment terms for those fees (set out in the respective Fee Schedule); and
- (d) any additional terms or conditions applicable to the services and deliverables.

You will have an opportunity to review and accept the Service Agreement, and by agreeing to the Service Agreement, you agree to pay the fees set out in those documents.

Each Service Agreement will commence at the time that you click 'agree' or 'confirm' otherwise accept a Service Agreement and will continue for the term set out in that Service Agreement. To avoid doubt, a Service Agreement cannot exceed the term of these User Terms and Conditions.

Vision may earn fees from insurers or other third parties by providing them market data or de-identified information to assist their underwriting process. This may include but is not limited to location and risk-based data, risk management services and insights, insurance, incident information and associated data and related analytics.

You may terminate the Additional Services as set out in the terms of the respective Service Agreement, and you will be liable for any fees due and owing, as set out in the respective Service Agreement.

10. Taxes

You are responsible for paying any taxes, including any goods and services or value added taxes, which may be applicable. Vision does not bear any responsibility for the correct calculation, presentation or payment, of any taxes or any other transactions for goods or services undertaken. We may be required, under the laws of the jurisdiction of the services provided, to retain certain amounts in relation to taxes payable under the laws of that jurisdiction.

11. Promotion

If as a User you are using the site for commercial purposes and you upload Company Description Information about your company, for example business name, logo, images or other generally available media to the Vision RECap Site, we may display this to other Users on the Vision RECap Site

and in other marketing materials, in relation to the provision of the Vision Services and the Vision RECap Site. To the extent required by applicable law we will obtain your consent to share this information. When you upload Company Description Information to the Vision RECap Site, that data or information may be visible to other Users and to members of the public.

12. Content and Information

We have taken proper care and precautions to ensure that the information we provide on the Vision RECap Site is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on the Vision RECap Site or on any linked site.

The information contained on the Vision RECap Site should not take the place of professional advice.

We may display advertisements or promotions on the Vision RECap Site. You acknowledge and agree that we will not be responsible for any loss or damage of any kind incurred by you as a result of the presence of such advertisements or promotions or any subsequent dealings with third parties. Furthermore, you acknowledge and agree that content of any advertisements or promotions may be protected by copyrights, trademarks, service marks, patents or other intellectual property or proprietary rights and laws. Unless expressly authorised by us or third party right holders, you agree not to modify, sell, distribute, appropriate or create derivative works based on such advertisement or promotions.

Any links or frames connecting the Vision RECap Site with other websites or third-party applications or services are for convenience only and do not mean that Vision endorses or approves those responsible for those other websites applications or services or the information accessible from them.

The Vision RECap Site is provided on an 'as is' and 'as available' basis and without conditions, warranties, representations or other terms of any kind either express or implied. Without limiting the foregoing, we make no representation, condition, or warranty about:

- (a) the accuracy, reliability, availability, veracity, timeliness or content of the Vision RECap Site;
- (b) whether the Vision RECap Site will be up-to-date, uninterrupted, secure, error-free or non-misleading;
- (c) the quality or fitness for purpose of the Vision RECap Site or any goods supplied by us through the Vision RECap Site, or whether any services provided by us will be rendered with due care and skill;
- (d) whether defects in the Vision RECap Site will be corrected;
- (e) whether the Vision RECap Site or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the Vision RECap Site; and
- (f) the Vision RECap Site or infrastructure on which it is based being error or malicious code free, secure, confidential or performing at any particular standard or having any particular function.

To every extent permitted by law, we specifically disclaim any implied conditions, warranties, representations, or other terms as to title, merchantability, fitness for a particular purpose, hidden defects, quality, suitability and non-infringement.

If you as a User upload or create content including any contact details, financial information, investment fund information, asset details, addresses or location data, tenant details including where these are created or displayed on the Vision RECap Site or any data, information, documentation, pricing data, valuation materials, designs, drawings, reports, notes, calculations, specifications, photographs, audio-visual materials, recordings, manuals, tools and anything else in a

material form (which, for the avoidance of doubt includes information stored in an electronic form) on the Vision RECap Site (**User Content**) you grant us a worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise any and all copyright, trademark, publicity, and database rights you have in the User Content, in any media known now or in the future, for the purpose of providing the Vision Services and the Vision RECap Site.

We reserve the right to use machine learning or artificial intelligence (or elements of those technologies) on the Vision RECap Site. By using the Vision RECap Site (including uploading information or data, including User Content, to the Vision RECap Site) you acknowledge and agree that we may implement machine learning or artificial intelligence to enhance the overall User experience or performance of the Vision RECap Site and Vision RECap Services. Vision makes no warranty as to the accuracy or reliability of any information or data, including User Content, obtained from the use of any machine learning or artificial intelligence technology on the Vision RECap Site.

We intend to provide Users with access to accurate, reliable and real time data through the Vision RECap Site, including but not limited to historical data. Whilst it is our intention that this historical data will be provided on a real time basis, you acknowledge that the accuracy and reliability of historical data may be impacted by the frequency of changes that a User may input via the Vision RECap Site. Historical asset Data may be stored for up to 3 years and claims and incident data stored for 7 years.

You may decide you want to share this information with other Users or third parties on a case by case basis. In the event that you share information with other Users or third parties, you represent and warrant that you have the proper authority to do so and that any sharing of information will be limited to the proper purpose for which you are authorised to share that information. Vision bears no responsibility for any losses, damages or claims that may arise through a User sharing information with other Users or third parties.

We may use the information we collect about you, or any of your customers or clients, (including any User Content and personal information) as is reasonably necessary to operate the Vision RECap Site and provide the Vision RECap Services, including providing you with updates for the purpose of performing analysis, tailoring information, developing and offering insurance related products and services that may be relevant to you from time to time, providing updates, newsletters or feedback to Users, and any other purpose described in our Privacy Policy. The Vision RECap Site may from time to time connect with various technology service providers through the use of API connections for the purpose of providing data or information to Users. In the instance where the Vision RECap Site makes use of API connections, you consent to the sharing of data or information for the purposes of enhancing the functionality of the Vision RECap Site and or the Vision RECap Services.

The Vision RECap Site allows Users to be notified by way of SMS notification in the event of any major risks or incidents related to an asset, including but not limited to natural disaster, fire, flood, death, serious injury or act of terrorism or where an Organisation or individual chooses SMS as a communication preference. If you have included a mobile number via the Vision RECap Site, you consent to us using that information to contact you, or that individual, in the event of any major risks, incidents or other activities described above and agree that you have obtained the consent of that individual to share their contact details through the Vision RECap Site.

You acknowledge and agree that:

- (ai) we act only as a forum for the online distribution and publication of User Content. We make no warranty that User Content is made available on the Vision RECap Site. We have the right (but not the obligation) to take any action deemed appropriate by us with respect to your User Content;
- (aaii) we have no responsibility or liability for the deletion or failure to store any User Content, whether or not the content was actually made available on the Vision RECap Site; and
- (aiii) we may reject, approve or modify your User Content to the extent we consider, in our sole discretion, that such content breaches the representations and warranties below.

You represent and warrant that your User Content:

- (aai) will not infringe upon or misappropriate any copyright, patent, trademark, trade secret, or other intellectual property right or proprietary right or right of publicity or privacy of any person;
- (aaii) will not violate any applicable federal, provincial, local, or international law or regulation;
- (aaiii) will not be defamatory or trade libellous;
- (aaiv) will not be obscene;
- (aav) will not be harmful to our reputation or goodwill;
- (aavi) will not include incomplete, false or inaccurate information about User or any other individual;
- (aavii) will not contain any viruses or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; and
- (aaviii) will not be in breach of these terms or the terms of any Vision site policies.

In the event that:

- (1) this Agreement is terminated or comes to an end;
- (2) you close your Account; or
- (3) we close your Account.

we may continue to use the information we have previously collected or obtained (including any User Content) from the start of this Agreement until the end of this Agreement or the closure of your Account in accordance with these User Terms and Conditions. We may need to retain some of your personal information and, if applicable, your customer's personal information, to satisfy regulatory requirements and our own external obligations. Closing your account does not necessarily delete or remove all of the information we hold.

13. How we share your information and Data

The functionality and utility of the Vision RECap Site is dependent on information and Data provided, uploaded or input to the Vision RECap Site by Users. Sensitive or personal information relating to a User may be shared by an authorised Broker, pursuant to a Letter of Authority, with an insurer or panel of insurers for the purposes of facilitating quotes for insurance related products or services. The sharing of information may include, but is not limited to sensitive information recorded on the Vision RECap Site.

In certain circumstances, sensitive or personal information may also be shared with third parties for the purpose of facilitating contractor works and the completion of asset related tasks that relate to the provision of the Vision RECap Services.

Subject to applicable laws, we may anonymise, aggregate or otherwise de-identify your personal information such that it is no longer possible to identify you or any individual, and we may use such anonymised, aggregated or otherwise de-identified information for the purposes of providing insurance related services through the Vision RECap Site and the Vision RECap Services.

14. Third-Party Information

If you, as a User, provide us with access to or upload any User Content to the Vision RECap Site which belongs to a third-party, customer or client (for example, where you input their data or information in order to obtain contactor works, specialist consultant services including property, liability, insurance broking, asset development, risk engineering, fire, life health and safety, insurance, environmental, social or governance, repair or maintenance works, company valuation information, insurance valuers and related products or any other services using the Vision RECap Site), you represent and warrant that:

- (a) where required under Data Protection Legislation, you have obtained consent (or otherwise have a valid legal basis for the processing of that User Content under applicable Data Protection Legislation) from your third-party, customer or client to upload that User Content to the Vision RECap Site;
- (b) you have explained to them how that User Content may be used pursuant to this Agreement; and
- (c) you are authorised by your third-party, customer or client to use, disclose or otherwise process that User Content and have done so in accordance with Data Protection Legislation.

You acknowledge and agree that we may transfer your personal information to a related body corporate or any other third party and your personal information may be transferred outside of your jurisdiction (please refer to the Vision RECap Privacy Policy for further information). To the extent applicable, we will ensure that appropriate safeguards are implemented in accordance with Data Protection Legislation before we transfer your personal information.

15. Closing Accounts, suspension and limits

We may close, suspend or limit your access to your Account at any time without reason. Without limiting the foregoing, we may close, suspend or limit your access to your Account:

- (a) if we determine that you have breached, or are acting in breach of, these User Terms and Conditions;
- (b) if we determine that you have infringed legal rights or applicable laws (resulting in actual or potential claims), including infringing Intellectual Property Rights;
- (c) if we determine that you have engaged, or are engaging, in fraudulent, or illegal activities;
- (d) you do not respond to any account verification requests;
- (e) your Account is inactive or has not been logged into for a period of time;
- (f) to manage any risk of loss to us, a User, or any other person; or
- (g) for other reasons.

If we close your Account due to your breach of these User Terms and Conditions, you may also become liable for certain fees and losses as described in these User Terms and Conditions.

You acknowledge and agree that:

- (a.i) the damages that we will sustain as a result of your breach of these User Terms and Conditions will be substantial and will potentially include (without limitation) fines and other related expenses imposed on us by our payment processors and Users and that those damages may be extremely difficult and impracticable to ascertain; and
- (a.ii) if you breach these User Terms and Conditions, we may take legal action against you to recover losses.

In the event that we close, limit or suspend your Account, you will have no claim whatsoever against us in respect of any such suspension, termination or closure of your Account.

You, or the Organisation by which you are employed or engaged, either directly or indirectly, may close your Account at any time.

16. Other Disputes With Users

You acknowledge and agree that Vision is not party to any agreement or terms that you may have with other Users of the Vision RECap Site, and Vision will not intermediate or involve itself in any disputes between you and another User.

17. Disputes With Us

If a dispute arises between you and Vision, our goal is to address your concerns immediately and, if we are unable to do so to your satisfaction, to provide you with a means of resolving the dispute quickly; we strongly encourage you to first contact us directly to seek a resolution by email at hello@visionrecap.com.

You agree that if you have a concern, issue or complaint with the Vision RECap Site or the Vision RECap Services, you will advise us of such concern, issue or complaint and provide us with a reasonable opportunity to reply (which in any event will be no less than 5 business days) and that you will not publish any material in any public forum or advise any third party of such an issue, concern or complaint prior to following this process.

Vision endeavours to resolve any dispute within two (2) weeks of notification and will use its reasonable endeavours to negotiate with a view to resolving the dispute within this time period. If the dispute is not able to be resolved following this process of dispute resolution, the parties agree that the dispute is to be referred to mediation. If the dispute is referred to mediation, the parties agree that the mediation must be conducted in Sydney, New South Wales by a mediator jointly chosen by the parties or, if the parties are unable to reach agreement, a mediator will be appointed by the Resolution Institute, NSW. The mediation will be conducted in accordance with the Resolution Institute's mediation rules. A party to a dispute must not commence or maintain legal proceedings in connection with this Agreement until the dispute has been submitted to mediation and heard in accordance with this clause.

The parties further agree that this clause does not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court that may be urgently required.

18. Severability and waiver

This Agreement supersedes any other agreement between you and Vision Re Partners. If any part of

this document is found to be unenforceable, that part will be limited to the minimum extent necessary so that this document will otherwise remain in full force and effect. Our failure to enforce any part of this document is not a waiver of any of our rights to later enforce that or any other part of this document.

Our failure to act with respect to an anticipated or actual breach by you or others does not waive our right to act with respect to subsequent or similar breaches. Nothing in this clause shall exclude or restrict your liability arising out of fraud or fraudulent misrepresentation.

We may licence, assign, novate or transfer any of our rights and obligations under this document from time to time. In the event of any assignment, novation or transfer you will remain bound by this Agreement.

19. Access and Interference

You agree that you will not use any robot, spider, scraper or other automated means to access the Vision RECap Site via any means, for any purpose without our express written permission. Additionally, you agree that you will not:

- (a) take any action that imposes or may impose (in our sole discretion, exercised reasonably) an unreasonable or disproportionately large load on our infrastructure;
- (b) interfere with, damage, manipulate, disrupt, disable, modify, overburden, or impair any device, software system or network connected to or used (by you or us) in relation to the Vision RECap Site or your Account, or assist any other person to do any of these things, or take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (c) copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the Vision RECap Site without the prior express written permission of Vision and any appropriate third party, as applicable;
- (d) interfere or attempt to interfere with the proper working of the Vision RECap Site, services or tools, or any activities conducted on or with the Vision RECap Site, services or tools; or
- (e) bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Vision RECap Site.

20. Termination

We will use commercially reasonable efforts to notify you if at any time we need to shut down or suspend the Vision RECap Site or the Vision RECap Services for any reason. We are under no obligation to continue to operate or provide access to the Vision RECap Site or the Vision RECap Services.

We may terminate these User Terms and Conditions and any Service Agreement with you at any time by giving you two (2) days' notice in writing, unless otherwise set out in a Service Agreement.

Without prejudice to any other rights at general law or contained in this Agreement, we may immediately terminate this Agreement by notice in writing to you if in the reasonable opinion of Vision Re Partners:

- (a) you breach any of the terms of these User Terms and Conditions or any Service Agreement;
- (b) you commit a breach of the terms of these User Terms and Conditions or any Service Agreement;
- (c) you cease or threaten to cease to carry on business;

- (d) you fail to meet your debts as they fall due;
- (e) an administrator is appointed or a resolution is passed or any steps are taken to appoint, or to pass a resolution to appoint, an administrator to you;
- (f) a receiver, a receiver and manager, official manager, trustee, administrator or similar officer is appointed over your assets or undertakings; or
- (g) you enter into or resolve to enter any arrangement, composition or compromise with, or assignment for the benefit of your creditors or any class of them other than for the purpose of amalgamation or reconstruction.

21. Security

You must immediately notify us upon becoming aware of any unauthorised access or any other security breach to the Vision RECap Site, your Account, the Vision Re Cap Services or any User information and do everything possible to mitigate the unauthorised access or security breach (including preserving evidence and notifying appropriate authorities). Your Account is yours only, and you must not share your password with others. You are solely responsible for securing your password. We will not be liable for any loss or damage arising from unauthorised access of your account resulting from your failure to secure your password.

22. No Warranty as to Each User's Purported Identity

We cannot and do not confirm each User's purported identity on the Vision RECap Site. We may provide information about a User, such as name, geographical location, or third party background check or verification of identity or credentials. However, such information is based in part on data that a User submits, and we provide such information solely for the convenience of Users and the provision of such information is not an introduction, endorsement or recommendation by us.

23. Limitation of Liability

In no event will the User or we, our related entities, our affiliates or staff be liable, whether in contract, warranty, tort (including negligence), breach of statutory duty, or any other form of liability, for:

- (a) any indirect, special, incidental or consequential loss or damage that may be incurred by the other party;
- (b) any loss of indirect income, business or profits that may be incurred by the other party;

as a result of the first party's breach of these terms and conditions.

Notwithstanding any other clause, to the extent permitted by law, each party expressly limits its liability for any breach of these User Terms and Conditions to a maximum amount of \$50,000 AUD, and only to the extent that such liability for any breach is able to be insured by that party.

The limitations on the parties' liability to the other party above shall apply even if foreseeable and whether or not a party was advised of the possibility of such loss or damage arising.

Notwithstanding the above provisions, nothing in these User Terms and Conditions is intended to limit or exclude any liability on the part of us and our affiliates and related entities where and to the extent that applicable law prohibits such exclusion or limitation including, without limitation, those

within the *Competition and Consumer Act 2010* (Cth) and relevant state fair trading legislation.

To the extent that we are able to limit the remedies available under these User Terms and Conditions, we expressly limit our liability for breach of a non-excludable condition, warranty, representation or other term implied by virtue of any legislation to the following remedies (the choice of which is to be at our sole discretion) to the supply of the Vision RCap Services again or the payment of the cost of having the Vision RCap Services supplied again.

24. Notices

Legal notices can be served to the email address, phone number, address or other contact details you provide to Vision Re Partners during the registration process. Notice will be deemed given immediately after we send an email or SMS/MMS to you, unless we are notified that the email address or phone number is invalid or that the email/SMS/MMS has not been delivered. Alternatively, we may give you legal notice by mail to any address provided by you during the registration process. In such case, notice will be deemed given two days after the date of mailing.

Any notices to Vision must be given by registered ordinary post (or if posted to or from a place outside Australia, by registered airmail).

25. Applicable Law

This Agreement will be governed in all respects by the laws of New South Wales, Australia. We encourage you to try and resolve disputes using certified mediation (such as online dispute resolution processes). If a dispute cannot be resolved then you and Vision Re Partners irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

26. Interpretation

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such clause.

This Agreement is made up of these User Terms and Conditions and the Service Agreement(s) (including each respective Fee Schedule applicable to that Service Agreement). The Service Agreement overrides the provisions of these User Terms and Conditions in the event of any inconsistency.

27. Additional Terms

It is important to read and understand all our policies as they provide the rules for using the Vision RCap Site. In addition there may be specific policies or rules that apply, and it is your responsibility to check our pages and policies to make sure you comply. Our policies and provide additional terms and conditions related to specific services offered on the Vision RCap Site.

The policies that apply to the Vision RCap Site may be changed from time to time. Changes take effect when we post them on the Vision RCap Site. When using particular services on the Vision RCap Site, you are subject to any posted policies or rules applicable to services you use through the Vision Re Cap Site, which may be posted from time to time.

28. General

This Agreement contains the entire understanding and agreement between you and Vision. The following clauses survive any termination of this Agreement: clause 4 Using the Vision RECap Site, clause 9 Additional Services and Fees (with respect to fees owed for our services), clause 12 Ownership and Use of Information, clause 16 Other Disputes with Users, clause 17 Disputes With Us, clause 18 Severability and Waiver, clause 22 No Warranty as to Each User's Purported Identity, clause 23 Limitation of Liability, clause 25 Applicable Law, clause 26 Interpretation and this clause 28 General.

Terms and Conditions - Schedule 1

In these User Terms and Conditions:

Account means the user account used to access the Vision RECap Site.

Additional Services means any services provided by us to you set out in a relevant Service Agreement.

Agreement means:

(a) these User Terms and Conditions; and

(b) any Service Agreement which you accept;

and all the terms of those documents, including any schedule or annexure to them.

Asset Safe Spot Check means information observed and collected during a property inspection by an operations team member, typically a property or facilities manager, to produce an operational summary of risk, life, health, and safety elements of an asset.

Asset Safe Biennial means all information observed and collected by a risk professional during a property inspection to assess risk, life, health, and safety elements of an asset to produce a report available to asset management, owners and other interested parties.

Company Description Information means information which is generally publicly available about a company, such as company name, logo, business images and contact details.

Data Protection Legislation means all relevant and applicable data protection laws and regulations, including, where applicable and without limitation, the *Privacy Act 1988* (Cth).

GST means Australian goods and services tax regime as defined under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Intellectual Property means without limitation, patents, copyright and related rights, registered designs, registered and unregistered trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, designs, computer software, databases, know-how and trade secrets.

Intellectual Property Rights means any and all intellectual property rights, existing worldwide and the subject matter of such rights, including:

(a) patents, copyright and neighbouring and related rights, moral rights, rights in circuit layouts (or similar rights), registered designs, registered and unregistered trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in design, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights; and

(b) any application or right to apply for registration and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, of any of the rights referred to in paragraph (a),

whether or not such rights are registered or capable of being registered and whether existing under any laws, at common law or in equity.

Organisation means a company, trust, business, fund or other entity in respect of which an organisation profile is created on the Vision RECap Site.

Robotic Process Automation means the use of robotic or automated processes to elicit or determine client login details for access to secure online platforms by automated software- based processes, artificial intelligence, synthetic users, bots or screen scrapers to enable them to:

- (a) view or extract any data;
- (b) create derivative data;
- (c) store data; or
- (d) execute code-based or web-based actions or translations.

Personal Data means data or information obtained by Vision in connection with the provision of the Vision RECap Site or the performance of its obligations under these User Terms and Conditions that is personal and sensitive to you including but not limited to your name, date of birth, sex and residential address.

Risk Score has the meaning set out in clause 7.

Service Agreement means an agreement for certain services that we will provide you on the terms (and subject to the fees, timetable, specifications and related matters) set out in any separate agreement between us (or one of our related bodies corporate) and you.

User, you or your means an individual who visits or uses the Vision RECap Site.

User Content has the meaning set out in clause 11.

Vision, we, our, company or us means Vision Re Partners Pty Ltd ACN 637 403 019.

Vision Re Cap Services means all services provided by us through the Vision RECap Site, and includes any Additional Services.

Vision Re Cap Site means the existing and future websites operated by Vision Group and available at visionrecap.com, visionrecap.io, visionrepartners.com] and any of its regional or other domains or properties, and includes any related service, tool or application, specifically including mobile web, any iOS App and any Android App, or other access mechanism.