

AGENTIQ AGENT TERMS AND CONDITIONS

This agreement defines the terms and conditions (“Terms”) of the services that AgentIQ provides to You.

1. DEFINITIONS

For the purposes of this agreement:

- “AgentIQ”, “we”, “us” means AgentIQ Limited, a private company registered in New Zealand with company number 6142967
- “You”, “Agency” means you, any real estate agency you work for and any person that registers, accesses and/or uses AgentIQ services and includes your personal representatives, successors or delegates.
- “Related Entity” means any person, agent or entity which sells property and is a member of your franchise group, commercial entity or operating under the same brand
- “Terms”, “Agreement” means this agreement between You and AgentIQ that defines the terms and conditions for the use of AgentIQ services
- “Agency Agreement” means an agreement under which you are authorised to undertake real estate agency work for an AgentIQ Prospect
- “Platform” means the website located at www.agentiq.co.nz, any pages or widgets we operate on third party websites or applications, and the content and services we make available through them via the internet or mobile devices (including smartphones and tablets)
- “AgentIQ Prospect” or “Lead” means any property or person that AgentIQ refers to you. You can check a list of your AgentIQ Prospects at any time by logging into the Platform
- “Plan” or “Membership Level” means the billing amount, period and conditions you select for AgentIQ membership. Full details of the inclusions for each Plan are described on the Platform.

2. GENERAL

This agreement is between you and AgentIQ and is effective immediately.

In registering with AgentIQ, You acknowledge and accept these terms and agree to be bound by these terms. You confirm that you are able to agree these Terms on behalf of yourself, any real estate agency you work for and/or any person or entity that accesses or uses AgentIQ services or does work for a Client on your behalf. We may vary these Terms from time to time and shall post such alterations on the Platform. If you do not agree to the changes made to these Terms, then you have the right to stop using the AgentIQ services, and should do so immediately. Your continued use of AgentIQ services after the date the changes have been posted will constitute acceptance of the amended Terms.

3. SERVICES

AgentIQ facilitates the introduction of property owners and real estate agents. We do not provide real estate agency services or perform real estate agency work.

If you engage an AgentIQ Prospect while using AgentIQ services, you may enter into a contract for services with that AgentIQ Prospect and such a contract is with that AgentIQ Prospect, not with AgentIQ. We do not act as agent for either you or AgentIQ Prospects and do not participate in any transaction between you and AgentIQ Prospects.

You agree not to involve us in any dispute or in the resolution of any dispute that may arise in connection with any services you provide to an AgentIQ Prospect.

You must not complete or attempt to complete any transaction the purpose of which is to avoid any fees, charges or any other amount payable to AgentIQ.

4. COMMUNICATION

As part of your obligations for the use of AgentIQ services you shall inform us as soon as reasonably practicable and, in any event, within 5 Business Days if:

- You enter an agreement with an AgentIQ Prospect to list a property for sale
- You have received payment of any fees from an AgentIQ Prospect, in each case providing us with details of the Fees and the amounts received from the AgentIQ Prospect
- AgentIQ introduces you to an AgentIQ Prospect with whom you have a current, signed Agency Agreement

5. FEES AND BILLING

Success fees

If you are compensated in connection with any real estate related transaction involving an AgentIQ Prospect, you shall compensate AgentIQ in the amount of 8% + GST of the total fees you receive from the AgentIQ Prospect. You shall pay the fee to AgentIQ within 14 days of your receipt of compensation on the transaction involving the AgentIQ Prospect. You agree to notify us within 5 business days, when fees are due to be paid to us. We shall then invoice you and you shall pay each invoice by the due date on each invoice in full and in cleared funds to the bank account specified in the invoice.

In the event that you do not notify us that fees are due to us and we incur time and resources in contacting you and tracking down the details of the transaction, we will charge you an additional fee of \$195.00 + GST (each time).

Fees are payable to AgentIQ regardless of whether:

- the sale is concluded by another authorised representative of You or a Related Entity or any third party to whom you referred the Lead
- the agent or authorised representative who accepted these Terms on behalf of the Agency no longer works for the Agency;
- the property owner is someone other than the person registering the property with AgentIQ (for example where a partner of the owner registers the property or where the owner is a company or trust); or
- regardless of whether the AgentIQ Prospect engaged other agents or agencies prior to You
- the property owner is previously known to You or is an existing client of You or a Related Entity, or has made previous enquiries with You or a Related Entity regarding the property, except where:
 - o You have a current, signed Agency Agreement between You and the AgentIQ Prospect dated earlier than the date AgentIQ recommended your services to the AgentIQ Prospect ("Recommendation Date")

Membership fees

As a registered member of AgentIQ you must pay the agreed membership fees for the Plan you have selected. Details of the fee amount and billing schedule for your selected Plan are available on the Platform.

You will pay the membership fees by credit card, unless agreed otherwise. You grant us the authorisation to charge your credit card the agreed fees at the commencement of each membership term (monthly, unless agreed otherwise).

You acknowledge and agree that each term will automatically renew for successive terms of the same duration unless you cancel your membership.

We will provide invoices for each payment and make these available on the Platform.

You may change Plans at any time on the Platform. If you change Plan your previous membership term will be terminated and a new membership term will start immediately. We do not provide refunds for partial terms if you change Plans midway through a membership term.

You may cancel your membership at any time through the Platform, or by notifying us that you wish to cancel your membership at least 7 days prior to the expiry of the current term. If you cancel your membership you are not entitled to a refund of any part of the fees for that term, or any term.

We may terminate your membership if you fail to pay the agreed fees or are in breach of this Agreement. We reserve the right to terminate your membership for any other reason by giving 14 days' notice to you.

6. INFORMATION

You grant permission to AgentIQ to collect, use and disclose information about you, as set out in these terms and conditions. This information may include information such as your name and the name of agency you work for, contact details and details relating to your work in the real estate sector (including, without limitation, sales and listing history, awards, license status, regulatory disciplinary action, and testimonials). We may collect such information from you directly, from the REAA, from your website, your Agency website and from other sources.

We may hold and use any information about you for the following purposes, or any other purpose that you authorise or we disclose to you at the time of collection, or any related purposes:

- o to facilitate the provision of AgentIQ services
- o to enforce or apply these terms and conditions
- o to protect the rights, property, or safety of AgentIQ, our users, or others,
- o for internal research purposes,
- o any purpose set out in these terms and conditions, and/or as otherwise permitted by law.

If you wish to access or edit information we hold about you, you can do so by logging into the Platform. You can also request that we amend data if it is incorrect. If you wish to request correction of any information we hold about you, please contact us through the Platform.

7. LIABILITY AND DISCLAIMERS

The maximum extent permitted by law: (i) all representations, warranties and undertakings, including those implied by statute or otherwise, are hereby excluded including, without limitation, all representations, warranties and undertakings in relation to any AgentIQ services, information and materials contained or accessible through the Platform (including, without limitation, in relation to their accuracy, their completeness or their merchantability, quality or fitness for a particular purpose) and all representations, warranties and undertakings that the Platform will be uninterrupted, timely, secure or error-free, and (ii) we accept no responsibility for the compliance of the Platform or the information contained in it with the laws of any country other than New Zealand.

The Platform is provided on an “as is” and “as available” basis and your use of the Platform is at your sole risk. Neither we, nor any of our directors, employees, affiliate or representatives will be liable to you (or any other person affiliated with you or who may have an interest in AgentIQ services) for any: (i) direct, indirect, consequential, punitive, special or exemplary loss or damages, (ii) loss of data, income, profits, business, opportunity, reputation, good will, or (iii) loss of or damage to property, arising out of or in connection with your use or accessing of the Platform, notwithstanding that we may have had knowledge of the possibility of such loss or damages, or such loss or damages may have been reasonably foreseeable. You agree that if we are held responsible for any loss or damages, our total liability to you for all damages, losses and causes of action (whether in tort, contract or otherwise) shall be limited to the amount paid by you, if any, for the use of AgentIQ Services.

If you are dissatisfied with AgentIQ or our services, your only remedy under these Terms shall be to discontinue your use of the AgentIQ services. Without limiting the preceding sentence, we shall have no liability for any failure or delay resulting from any matter beyond our reasonable control. We shall under no circumstances whatever be liable to you, for any loss of profit, or any indirect or consequential loss arising under or in connection with these Terms and AgentIQ services.

You agree to indemnify us and keep us indemnified against all damages, costs, losses (including, without limitation, loss of profits), claims and expenses of any kind, whether direct or indirect, which arise from or in connection with your access or use of the Platform or any breach of these terms and conditions, whether in tort, contract, equity or otherwise.

8. CONTENT

The Platform allows you to post content and material (including, without limitation, testimonials, reviews, awards, ratings, messages or photos). You are solely responsible for your use of such features and use them at your own risk. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Platform any content that may: (i) be unlawful, libellous, defamatory, obscene, pornographic, indecent, lewd, offensive, harassing, threatening, abusive, fraudulent, invasive of privacy, objectionable or otherwise inappropriate, (ii) infringe any intellectual property right of AgentIQ or any third party, (iii) include any virus, corrupted data or other harmful, disruptive or destructive file, or (iv) expose us or our users to any harm or liability of any kind.

9. WEBSITE TERMS AND CONDITIONS ALSO APPLY

The Website Terms & Conditions located at www.agentiq.co.nz/terms-of-use/ are supplementary to this agreement and also apply. You confirm that You are also bound by the

Website Terms & Conditions. In the event of any inconsistency between this agreement and the Website Terms & Conditions, this agreement shall prevail.

10. TERM AND TERMINATION

This agreement is effective immediately and continues in effect until terminated pursuant to this agreement.

You may terminate this agreement by cancelling your membership at any time through the Platform, or by notifying us that you wish to cancel your membership at least 7 days prior to the expiry of the current term. If you cancel your membership you are not entitled to a refund of any part of the fees for that term, or any term.

We may terminate your membership if you fail to pay the agreed fees or are in breach of this Agreement. We reserve the right to terminate your membership for any other reason by giving 14 days' notice to you.