

DESIGNER AGREEMENT

Plans on Demand Pty Ltd

Effective date: 02/10/2026

Last updated: 02/10/2026

Version 1.0

Between

Plans on Demand Pty Ltd

ACN 699 383 901

(POD)

and

The Registered Designer

(as identified in the Designer Account)

This Agreement governs the listing, licensing and distribution of architectural designs through the Plans on Demand platform.

This Agreement is accepted electronically by Designers during account registration.

Version history is maintained by POD.

TABLE OF CONTENTS

PART 1 – PRELIMINARY

1. Parties
2. Background
3. Definitions
4. Interpretation
5. Nature of the Platform Relationship

PART 2 – DESIGNER REGISTRATION

6. Eligibility
7. Registration Requirements
8. Continuing Eligibility
9. Verification
10. Designer Account

PART 3 – DESIGNER PRODUCTS

- 11. Uploading Products
- 12. Product Requirements
- 13. Product Tiers
- 14. Product Listings
- 15. Platform Review

PART 4 – INTELLECTUAL PROPERTY

- 16. Ownership
- 17. Licence to POD
- 18. Marketing Licence
- 19. Derivative Products
- 20. Moral Rights

PART 5 – SALES AND LICENSING

- 21. Buyer Transactions
- 22. Licence Grant to Buyers
- 23. Product Delivery
- 24. Pricing
- 25. Discounts

PART 6 – PAYMENTS

- 26. Commission
- 27. Recipient Created Tax Invoices
- 28. GST
- 29. Payment Processing
- 30. Stripe and Payment Providers

PART 7 – REFUNDS AND PAYMENT REVERSALS

- 31. Refunds
- 32. Chargebacks
- 33. Clawback
- 34. Set-Off
- 35. Recovery of Amounts

PART 8 – INTERSTATE SALES AND ADAPTATION

- 36. National Listing Option
- 37. Registered States Option
- 38. Interstate Adaptation
- 39. CAD Release
- 40. Responsibilities

PART 9 – BUYER RELATIONSHIPS

- 41. Adaptation Engagements
- 42. Buyer Data
- 43. Confidential Information
- 44. Marketing Restrictions and Anti-Circumvention

PART 10 – WARRANTIES

- 45. Designer Warranties
- 46. Professional Registration
- 47. Professional Indemnity Insurance
- 48. Intellectual Property Warranties
- 49. GST, Product and Regulatory Compliance

PART 11 – LIABILITY

- 50. Allocation of Responsibility
- 51. Designer Indemnities
- 52. Limitation of POD Liability
- 53. Consequential Loss

PART 12 – SUSPENSION AND TERMINATION

- 54. Suspension
- 55. Termination
- 56. Existing Buyer Licences
- 57. Survival

PART 13 – GENERAL

- 58. Electronic Acceptance
- 59. Notices
- 60. Entire Agreement and Upload Guidelines
- 61. Variation

62. Assignment

63. Force Majeure

64. Governing Law

65. Jurisdiction

66. Dispute Resolution

Schedules

Schedule 1 – Registered States

Schedule 2 – Commission and RCTI

Schedule 3 – Insurance Requirements

Schedule 4 – Upload Guidelines

PART 1

PRELIMINARY

1. Parties

1.1 Parties

This Agreement is made between:

Plans on Demand Pty Ltd of Australia
ACN 699 383 901

(POD)

and

the person or entity whose details are recorded in the Designer Account upon Electronic Acceptance

(Designer).

Where the Designer changes its legal structure and notifies POD, this Agreement continues to bind the successor entity from the date POD records the change in the Designer Account.

1.2 Capacity

If the Designer enters into this Agreement:

- (a) as an individual, the Designer enters personally;
- (b) on behalf of a company, partnership or other entity, the person accepting this Agreement warrants that they have authority to bind that entity;
- (c) as trustee, the Designer enters in that capacity and warrants authority to bind the relevant trust.

1.3 Effective Date

This Agreement commences immediately upon Electronic Acceptance by the Designer.

1.4 Nature of Agreement

This Agreement governs:

- (a) the Designer's participation on the Platform;
- (b) listing of Products;
- (c) licensing of Products to Buyers;
- (d) payments made through the Platform;

(e) the relationship between POD and the Designer.

2. Background

2.1 The Platform

POD operates an online electronic marketplace known as Plans on Demand, through which architectural plans and related design products may be marketed and licensed to purchasers throughout Australia.

2.2 Designer Ownership

The Designer is the owner of, or otherwise lawfully controls, the Intellectual Property Rights in the Products uploaded to the Platform and wishes to make those Products available for licensing through the Platform.

Nothing in this Agreement transfers ownership of those Intellectual Property Rights to POD.

2.3 POD's Role

POD provides:

- (a) the online marketplace;
- (b) listing services;
- (c) payment processing;
- (d) customer acquisition;
- (e) marketing;
- (f) digital delivery;
- (g) customer support;
- (h) licensing administration.

POD is not the author of the Products and does not provide architectural or design services merely by operating the Platform.

2.4 Marketplace Model

The Parties acknowledge that:

- (a) Buyers contract with POD when purchasing a licence through the Platform;
- (b) POD is authorised by the Designer to grant licences to Buyers in accordance with this Agreement;
- (c) each Buyer receives a licence only and does not acquire ownership of the Product;

(d) the Designer remains the owner of all Intellectual Property Rights.

2.5 Purpose

The purpose of this Agreement is to establish the legal framework governing:

- (a) upload of Products;
- (b) distribution of Products;
- (c) licensing to Buyers;
- (d) payment of commissions;
- (e) protection of Intellectual Property Rights;
- (f) operation of the Platform.

3. Definitions

In this Agreement, unless the context otherwise requires:

ABN means Australian Business Number.

ACL means Schedule 2 to the *Competition and Consumer Act 2010 (Cth)*.

Adaptation Engagement means a separate professional services agreement between the Designer and a Buyer for Site Adaptation or other professional services relating to a Product.

Agreement means this Designer Agreement including all Schedules.

Applicable Law means all legislation, regulations, professional rules and binding governmental requirements applying to the Platform, the Designer or the Products.

Buyer means a purchaser of a Product through the Platform.

Buyer Data means information about a Buyer disclosed to the Designer by POD, including contact details and the Licensed Property Address.

Buyer Licence means a licence to use a Product granted to a Buyer by POD on the terms of the Plan Licence Agreement.

Buyer Transaction means a completed purchase of a Buyer Licence by a Buyer through the Platform.

CAD Files means editable native design files including DWG, DXF, ArchiCAD, Revit, Vectorworks or similar editable formats.

Chargeback means a reversal of a Buyer payment initiated by a Buyer, a card issuer or a payment provider.

Clawback means recovery by POD of Commission already paid or accrued in the circumstances set out in Part 7.

Commission means the Designer's entitlement calculated under Part 6.

Confidential Information means information disclosed by one Party to the other that is by its nature confidential, is designated as confidential, or that the receiving Party knows or ought reasonably to know is confidential, and includes the categories described in clause 43.

Designer Account means the online account maintained by the Designer.

Designer Materials includes:

- (a) Products;
- (b) renders;
- (c) images;
- (d) descriptions;
- (e) specifications;
- (f) logos;
- (g) practice information;
- (h) metadata;
- (i) all other material uploaded by the Designer.

Distribution Licence means the licence granted by the Designer to POD under this Agreement.

Electronic Acceptance means acceptance by electronic means including click-wrap acceptance during account registration.

GST has the meaning given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

Intellectual Property Rights includes copyright, registered designs, patents, trade marks, confidential information, moral rights and all similar rights recognised anywhere in the world.

Interstate Selection means the Designer's selection under clause 36.2 of either National or Registered states only.

Licensed Property Address means the single property address nominated by a Buyer at checkout for which a Buyer Licence is granted.

Loss means any loss, damage, cost, expense, charge, claim, demand or liability, including reasonable legal costs.

Moral Rights has the meaning given in the *Copyright Act 1968 (Cth)*.

Platform means the Plans on Demand website, applications and associated systems.

Plan Licence Agreement means the agreement between POD and a Buyer governing the Buyer Licence, as amended from time to time.

Product means an architectural design or related material uploaded by the Designer.

Product Tier means the level of Product made available through the Platform, including Conceptual Pack, Permit-Ready Drawings, Full Construction Set and Preview Pack.

Purchase Price means the amount payable by a Buyer for a Buyer Licence, inclusive of GST unless otherwise stated.

Recipient Created Tax Invoice or RCTI means a recipient-created tax invoice issued by POD in accordance with Part 6.

Registered Practitioner means an architect, building designer or other practitioner registered or otherwise lawfully entitled to provide the relevant professional services in the jurisdiction concerned.

Registered Designer means a person holding registration as an architect or registered building designer in an Australian jurisdiction, where required by law.

Sale Price means the listed retail price payable by the Buyer inclusive of GST unless otherwise stated.

Site means the land at the Licensed Property Address.

Site Adaptation means modification of a Product by a Registered Practitioner to suit the Site, applicable planning controls, the National Construction Code or other Applicable Law.

Stripe means Stripe Payments Australia Pty Ltd or any replacement payment processor appointed by POD.

Term means the period beginning on Electronic Acceptance by the Designer and ending on termination of this Agreement under Part 12.

Upload Guidelines means the operational handbook issued by POD from time to time dealing with listing standards, file formats, quality review and operational requirements. The Upload Guidelines are incorporated by reference into this Agreement only to the extent expressly provided.

Verified Builder means a builder approved by POD under the Verified Builder Partner Agreement.

Watermark means a visible or embedded marking applied by POD to a Product for identification or intellectual property protection.

Interpretation provisions applicable to singular/plural, statutory references, headings, defined terms and drafting conventions are set out in clause 4.

4. Interpretation

4.1 Interpretation

Unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) one gender includes every gender;
- (c) a person includes an individual, corporation, partnership, trustee, joint venture, government authority and any other legal entity;

- (d) legislation includes amendments, replacements and subordinate legislation;
- (e) headings are for convenience only;
- (f) references to clauses are references to clauses of this Agreement;
- (g) references to a Schedule are references to a Schedule to this Agreement.

4.2 Including

The words "including", "includes" and "include" are not words of limitation.

4.3 Business Days

A reference to a Business Day means a day other than:

- (a) Saturday;
- (b) Sunday; or
- (c) a public holiday in Melbourne, Victoria.

4.4 Electronic Transactions

The Parties intend this Agreement to operate as an electronic contract and acknowledge that electronic communications satisfy any requirement for writing or signature to the fullest extent permitted by law.

4.5 Priority

If an inconsistency arises:

- (a) this Agreement prevails over the Upload Guidelines in relation to commercial rights, payment, ownership, licences or liability;
- (b) the Upload Guidelines prevail only in relation to operational and administrative requirements concerning uploads, listing standards and platform processes.

5. Nature of the Platform Relationship

5.1 Independent Relationship

The Designer participates on the Platform as an independent supplier.

Nothing in this Agreement creates:

- (a) an employment relationship;
- (b) a partnership;

- (c) a joint venture;
- (d) a fiduciary relationship;
- (e) an agency, except to the limited extent expressly authorised for the grant of Buyer licences.

5.2 Marketplace Operator

POD operates an electronic distribution marketplace facilitating the marketing and licensing of Products to Buyers.

POD does not acquire ownership of the Products merely because they are listed on the Platform.

5.3 GST Characterisation

The Parties acknowledge and agree that:

- (a) POD is the marketplace operator and merchant of record in respect of Buyer transactions;
- (b) POD operates an electronic distribution platform within the meaning of section 84-70 of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and is treated as the supplier of the Product to the Buyer for GST purposes under Subdivision 84-C of that Act;
- (c) the Designer makes a taxable supply to POD in accordance with the RCTI arrangements established under this Agreement;
- (d) POD grants licences to Buyers pursuant to the authority granted by the Designer under this Agreement; and
- (e) the Designer remains responsible for accounting for GST on its own supply in accordance with the RCTI mechanism set out in Part 6.

5.4 No Employment or Authority

The Designer has no authority to bind POD except where expressly authorised in writing.

POD has no authority to provide professional architectural services on behalf of the Designer.

5.5 Designer Practice

Nothing in this Agreement restricts the Designer from conducting their independent architectural or building design practice or servicing existing or future clients outside the Platform, except to the extent expressly provided by the anti-circumvention provisions in this Agreement.

PART 2

DESIGNER REGISTRATION

6. Eligibility

6.1 Eligibility to Participate

To register as a Designer on the Platform, an applicant must satisfy the eligibility requirements set out in this Part and any additional requirements reasonably specified by POD from time to time.

Registration on the Platform is a privilege and not a right.

POD may approve or refuse any application in accordance with this Agreement.

6.2 Eligible Persons

A Designer may register as:

- (a) an individual sole practitioner;
- (b) a partnership;
- (c) a company;
- (d) a trustee of a trust;
- (e) another legal entity approved by POD.

Where a business entity registers, the individual accepting this Agreement warrants that they have authority to bind that entity.

6.3 Professional Qualifications

The Designer warrants that, where required by Applicable Law, the Designer:

- (a) holds current registration as an architect or building designer;
- (b) is lawfully entitled to provide design services in the jurisdiction in which they practise;
- (c) maintains all licences and registrations required by Applicable Law.

Where a State or Territory does not operate a registration scheme applicable to the Designer's work, the Designer instead warrants that the Designer holds the qualifications, skills and experience reasonably necessary to prepare Products for that jurisdiction and is lawfully entitled to provide design services there.

6.4 Australian Business Requirements

The Designer warrants that the Designer:

- (a) holds a valid Australian Business Number;
- (b) is entitled to carry on business in Australia;
- (c) complies with taxation obligations applicable to the Designer's business;
- (d) is registered for GST.

6.5 Insurance

Throughout the Term the Designer must maintain Professional Indemnity Insurance in accordance with Schedule 3.

6.6 Professional Standing

The Designer warrants that the Designer is not aware of any circumstance that would reasonably be expected to materially impair the Designer's ability to:

- (a) prepare architectural documentation;
- (b) perform obligations under this Agreement;
- (c) maintain professional registration.

6.7 Eligibility Not Guaranteed

Satisfying the eligibility requirements does not oblige POD to approve an application.

POD may refuse registration where it reasonably considers that approval would:

- (a) adversely affect the Platform;
- (b) create unacceptable legal or commercial risk;
- (c) compromise Platform quality standards;
- (d) otherwise be inconsistent with the legitimate operation of the Platform.

7. Registration Requirements

7.1 Application

A prospective Designer must complete the registration process specified by POD.

The application must include all information reasonably requested by POD.

7.2 Information Required

Without limitation, POD may require:

- (a) legal name;
- (b) business name;
- (c) ABN;
- (d) ACN (if applicable);
- (e) business address;
- (f) email address;
- (g) telephone number;
- (h) bank account details;
- (i) GST registration details;
- (j) professional registration number;
- (k) States and Territories in which registration is held;
- (l) insurance details;
- (m) portfolio information;
- (n) website address;
- (o) professional biography;
- (p) the Designer's Interstate Selection;
- (q) GST registration status;
- (r) details required to complete onboarding with POD's payment provider.

7.3 Product Information

Before listing Products, the Designer must provide:

- (a) Product descriptions;
- (b) Product metadata;
- (c) Product categories;
- (d) Product Tier information;
- (e) floor area information where applicable;
- (f) images and renders;
- (g) Product files;
- (h) Site Suitability classification;
- (i) any information required by the Upload Guidelines.

7.4 Accuracy

The Designer warrants that all information supplied during registration:

- (a) is accurate;
- (b) is complete;
- (c) is not misleading;
- (d) remains current.

7.5 Updates

The Designer must promptly notify POD of any material change affecting registration information, including:

- (a) business name;
- (b) contact details;
- (c) registration status;
- (d) insurance;
- (e) GST registration;
- (f) banking details.

7.6 Electronic Acceptance

Registration is completed only when the Designer:

- (a) accepts this Agreement electronically;
- (b) is verified by POD;
- (c) satisfies any verification requirements;
- (d) receives confirmation from POD.

8. Continuing Eligibility

8.1 Ongoing Compliance

The Designer must continue to satisfy the eligibility requirements throughout the Term.

8.2 Professional Registration

The Designer must immediately notify POD if:

- (a) professional registration lapses;

- (b) professional registration is suspended;
- (c) registration conditions are imposed;
- (d) disciplinary proceedings are commenced;
- (e) registration is cancelled.

8.3 Insurance

The Designer must maintain all required insurance continuously throughout the Term.

POD may request updated certificates of currency at any reasonable time.

8.4 Financial Standing

The Designer must notify POD if:

- (a) an administrator;
- (b) liquidator;
- (c) receiver;
- (d) trustee in bankruptcy;
- (e) controller,

is appointed over the Designer or the Designer's business.

8.5 Criminal or Regulatory Proceedings

To the extent reasonably relevant to the Designer's participation on the Platform, the Designer must notify POD if:

- (a) the Designer is prohibited from practising;
- (b) a regulator suspends the Designer's ability to provide professional services;
- (c) the Designer becomes subject to an enforceable undertaking materially affecting the Designer's practice.

8.6 Failure to Maintain Eligibility

If the Designer ceases to satisfy the eligibility requirements, POD may:

- (a) suspend Product listings;
- (b) suspend payments;
- (c) suspend the Designer Account;

- (d) require additional information;
- (e) terminate this Agreement in accordance with Part 12.

9. Verification

9.1 Verification Process

POD will verify the information supplied by the Designer before approving the Designer's registration.

Verification may occur:

- (a) before registration;
- (b) before Product publication;
- (c) during the Term;
- (d) following a complaint;
- (e) before payment.

9.2 Verification Required Before Publication

No Product may be published on the Platform, and no Buyer Transaction may occur in respect of a Product, until POD has verified the Designer under this Part and the Designer has completed onboarding with POD's payment provider.

9.3 Information Requests

POD may request:

- (a) proof of identity;
- (b) proof of business registration;
- (c) proof of professional registration;
- (d) insurance certificates;
- (e) GST registration;
- (f) banking verification;
- (g) additional supporting documents reasonably required to verify eligibility.

9.4 Public Registers

The Designer authorises POD to verify information using publicly available sources including professional registration databases, ASIC registers and ABN records where reasonably necessary.

9.5 Failure to Verify

Where requested verification is not provided within a reasonable period, POD may:

- (a) decline registration;
- (b) suspend Product publication;
- (c) suspend payments;
- (d) suspend the Designer Account.

9.6 Continuing Verification

Verification may be repeated periodically during the Term to ensure continuing compliance.

9.7 No Assumption of Responsibility

Verification undertaken by POD does not constitute:

- (a) professional certification;
- (b) approval of Products;
- (c) acceptance of responsibility for the Designer's work;
- (d) a warranty that the Designer complies with Applicable Law.

The Designer remains solely responsible for satisfying all legal and professional obligations.

10. Designer Account

10.1 Account Creation

Following approval, POD will establish a Designer Account.

The Designer Account enables the Designer to:

- (a) upload Products;
- (b) manage listings;
- (c) view sales;
- (d) monitor commissions;
- (e) receive payments;
- (f) update account information.

10.2 Security

The Designer must:

- (a) maintain the confidentiality of account credentials;
- (b) use strong passwords;
- (c) prevent unauthorised access;
- (d) notify POD immediately of any suspected security breach.

10.3 Responsibility for Account Activity

The Designer is responsible for all activity occurring through the Designer Account unless caused by:

- (a) a security failure attributable to POD; or
- (b) unauthorised access despite the Designer having taken reasonable security precautions.

10.4 Account Access

POD may suspend or restrict access where reasonably necessary for:

- (a) security;
- (b) maintenance;
- (c) investigation of suspected breaches;
- (d) fraud prevention;
- (e) compliance with Applicable Law.

10.5 Account Information

The Designer may update account information through the Platform.

Certain information, including legal entity details and banking details, may require additional verification before changes take effect.

10.6 Account Closure

The Designer may request closure of the Designer Account at any time.

Closure of the account does not:

- (a) terminate existing Buyer licences;
- (b) affect accrued payment obligations;
- (c) affect rights surviving termination under this Agreement.

10.7 Continuing Buyer Rights

Where the Designer Account is suspended or closed, Products may remain available to existing Buyers to the extent necessary to honour licences previously granted, unless continued availability would be unlawful or otherwise prohibited by this Agreement.

PART 3

DESIGNER PRODUCTS

11. Uploading Products

11.1 Right to Upload

Subject to this Agreement, POD grants the Designer a non-exclusive, revocable right to upload Products to the Platform for review, approval, marketing and licensing.

Nothing in this Agreement obliges POD to publish every Product uploaded by the Designer.

11.2 Ownership of Uploaded Products

The Designer represents and warrants that, at the time of upload:

- (a) the Designer owns the Intellectual Property Rights in the Product; or
- (b) the Designer has obtained all rights necessary to upload, market and license the Product through the Platform in accordance with this Agreement.

The Designer acknowledges that POD relies upon these warranties when accepting Products for publication.

11.3 Upload Method

Products must be uploaded using the procedures specified by POD.

POD may require the Designer to upload:

- (a) PDF drawing sets;
- (b) renders;
- (c) floor plans;
- (d) metadata;
- (e) Product descriptions;
- (f) floor area information;
- (g) Product categorisation;
- (h) pricing information;
- (i) other information reasonably required for operation of the Platform.

11.4 Required Files

Unless otherwise approved by POD, each Product listing must include the files and information specified in the Upload Guidelines applicable to that Product Tier.

The Upload Guidelines prescribe the minimum documentation, naming conventions and technical standards required for publication.

11.5 Accuracy

The Designer warrants that all information accompanying a Product is:

- (a) accurate;
- (b) complete;
- (c) current;
- (d) not misleading or deceptive;
- (e) consistent with Applicable Law.

11.6 Updates

The Designer may update a Product after publication.

Updated versions do not affect licences previously granted to Buyers unless:

- (a) POD expressly agrees;
- (b) the update corrects an obvious error;
- (c) the Buyer receives the updated version.

11.7 Removal Before Publication

The Designer may withdraw a Product before POD approves it for publication.

Following publication, withdrawal is governed by clause 14.

12. Product Requirements

12.1 Professional Standard

The Designer warrants that each Product:

- (a) has been prepared using reasonable professional skill and care;
- (b) is suitable for licensing as an architectural design;

- (c) complies with the Upload Guidelines;
- (d) is not knowingly defective.

12.2 Product Quality

Each Product must be of a professional standard reasonably suitable for sale through a national online architectural marketplace.

Without limitation, Products must:

- (a) be clearly legible;
- (b) contain professionally presented drawings;
- (c) be internally consistent;
- (d) include all documentation identified in the relevant Product Tier.

12.3 Product Information

Each Product listing must accurately describe:

- (a) floor area;
- (b) number of bedrooms;
- (c) number of bathrooms;
- (d) garage configuration;
- (e) number of storeys;
- (f) building style;
- (g) Product Tier;
- (h) inclusions;
- (i) exclusions;
- (j) Site Suitability classification.

12.4 No Misleading Descriptions

The Designer must not:

- (a) exaggerate Product inclusions;
- (b) misrepresent approvals;
- (c) misrepresent registration;
- (d) state that engineering or consultant documentation is included where it is not;

(e) make misleading statements regarding construction costs or approval prospects.

12.5 Current Standards

The Designer acknowledges that Products may require Site Adaptation to satisfy:

- (a) local planning controls;
- (b) National Construction Code requirements;
- (c) engineering requirements;
- (d) State legislation.

Accordingly, the Designer is not warranting that every Product is immediately suitable for every Site without adaptation.

12.6 Compliance with Upload Guidelines

The Designer must comply with all technical and presentation requirements contained in the Upload Guidelines, including file preparation, drawing standards and quality requirements.

12.7 Ongoing Product Quality

Where POD reasonably identifies:

- (a) drafting errors;
- (b) missing documentation;
- (c) inaccurate descriptions;
- (d) poor presentation;
- (e) technical deficiencies,

POD may require the Designer to rectify those matters before publication or continued listing.

13. Product Tiers

13.1 Product Categories

POD may establish Product Tiers including:

- (a) Conceptual Pack;
- (b) Permit-Ready Drawings;
- (c) Full Construction Set;
- (d) Preview Packs;

(e) additional Product categories introduced by POD.

13.2 Preview Packs

A Preview Pack is a marketing document created by POD from assets supplied by the Designer. POD prepares one master Preview Pack for each Product. The Designer does not create or upload Preview Packs.

The Designer authorises POD to prepare, reproduce and license Preview Packs derived from the Designer's Products. The Designer's Commission applies to each Preview Pack sale in accordance with Schedule 2.

13.3 Tier Selection

The Designer determines the Product Tier applicable to each Product, subject to POD's approval.

13.4 Minimum Requirements

Each Product Tier must satisfy the minimum inclusions specified by POD from time to time. POD may reject a Product incorrectly categorised within a Product Tier.

13.5 Product Scope

The Designer acknowledges that Buyers rely upon Product Tier descriptions when purchasing.

Accordingly, the Product supplied must correspond with the published Product Tier.

13.6 Additional Services

Unless expressly stated, Product Tiers do not include:

- (a) Site Adaptation;
- (b) engineering;
- (c) consultant reports;
- (d) planning advice;
- (e) approvals;
- (f) CAD files.

13.7 Product Changes

The Designer must not materially alter the scope of a published Product Tier without POD's approval.

14. Product Listings

14.1 Listing Approval

Products become available for sale only after approval by POD.

Approval may be granted or refused in POD's reasonable discretion having regard to:

- (a) Platform quality;
- (b) Product completeness;
- (c) compliance with this Agreement;
- (d) Upload Guidelines;
- (e) legal or commercial risk.

14.2 Listing Information

Each Product listing may include:

- (a) Product title;
- (b) renders;
- (c) images;
- (d) floor plans;
- (e) descriptions;
- (f) Product Tier;
- (g) pricing;
- (h) Designer profile.

14.3 Pricing

The Designer will set the retail price of each Product in accordance with clause 24.

POD will only publish a price that does not exceed the maximum for the relevant Product Tier set out in Schedule 2.

14.4 Marketing Material

The Designer authorises POD to edit Product descriptions for:

- (a) grammar;
- (b) formatting;
- (c) search optimisation;
- (d) consistency;
- (e) presentation,

provided the edits do not materially misrepresent the Product.

14.5 Withdrawal of Listings

The Designer may remove a Product from future sale at any time through the Designer Account.

Removal does not affect:

- (a) licences already granted;
- (b) existing Buyer rights;
- (c) POD's obligations to existing Buyers.

14.6 Delisting by POD

POD may remove or suspend a Product where POD reasonably believes:

- (a) the Product breaches this Agreement;
- (b) the Product infringes Intellectual Property Rights;
- (c) the Product contains significant errors;
- (d) publication creates legal risk;
- (e) the Designer no longer satisfies eligibility requirements.

Except where immediate removal is reasonably necessary, POD will provide the Designer with notice and a reasonable opportunity to respond before permanently delisting the Product.

15. Platform Review

15.1 Quality Review

POD may review Products before publication to assess compliance with:

- (a) this Agreement;
- (b) Upload Guidelines;
- (c) Platform standards;

(d) presentation requirements.

15.2 Nature of Review

The Designer acknowledges that Platform review:

- (a) is administrative only;
- (b) is not professional certification;
- (c) is not engineering review;
- (d) is not architectural peer review;
- (e) does not verify compliance with Applicable Law.

15.3 No Assumption of Responsibility

Approval of a Product does not make POD responsible for:

- (a) design adequacy;
- (b) engineering;
- (c) statutory compliance;
- (d) Product accuracy;
- (e) suitability for any Site.

Professional responsibility remains with the Designer.

15.4 Requests for Amendment

POD may request amendments to improve:

- (a) quality;
- (b) consistency;
- (c) customer understanding;
- (d) Platform presentation.

The Designer is not obliged to accept editorial suggestions that alter the architectural content of the Product, but POD may decline publication if the Product no longer satisfies Platform standards.

15.5 Ongoing Review

POD may review Products after publication where:

- (a) Buyer complaints are received;
- (b) legislative changes occur;
- (c) quality concerns arise;
- (d) technical issues are identified.

15.6 Suspension Pending Review

Where POD reasonably believes a Product may present a significant legal, safety or intellectual property issue, POD may temporarily suspend the Product while conducting a review.

POD will use reasonable endeavours to complete the review promptly and keep the Designer informed of the outcome.

15.7 Existing Buyer Licences

Removal or suspension of a Product from future sale does not invalidate licences previously granted to Buyers, unless continued use would be unlawful or otherwise prohibited by this Agreement or Applicable Law.

PART 4

INTELLECTUAL PROPERTY

16. Ownership

16.1 Designer Ownership

The Parties acknowledge and agree that, except as expressly provided in this Agreement, all Intellectual Property Rights in each Product remain vested in the Designer at all times.

Nothing in this Agreement transfers ownership of any Intellectual Property Rights from the Designer to POD or to any Buyer.

16.2 Intellectual Property Included

Without limitation, the Designer retains ownership of all Intellectual Property Rights in:

- (a) architectural drawings;
- (b) floor plans;
- (c) elevations;
- (d) sections;
- (e) schedules;

- (f) specifications;
- (g) construction details;
- (h) CAD Files;
- (i) BIM models;
- (j) three-dimensional models;
- (k) renders;
- (l) illustrations;
- (m) graphical presentations;
- (n) design concepts;
- (o) proprietary detailing;
- (p) metadata created by the Designer;
- (q) future revisions prepared by the Designer;
- (r) all derivative architectural works created by the Designer.

16.3 Reservation of Rights

All rights not expressly granted to POD under this Agreement remain reserved to the Designer.

No implied licence arises in favour of POD.

16.4 Existing Practice

Nothing in this Agreement restricts the Designer from:

- (a) continuing their professional practice;
 - (b) licensing Products outside the Platform;
 - (c) designing new Products;
 - (d) creating similar architectural works,
- subject to any exclusivity expressly agreed in writing.

16.5 Existing Clients

Nothing prevents the Designer from continuing to act for existing or future private clients independently of the Platform.

17. Licence to POD

17.1 Distribution Licence

The Designer grants POD a non-exclusive, Australia-wide licence during the Term to:

- (a) reproduce the Products;
- (b) store the Products;
- (c) host the Products on the Platform;
- (d) display the Products;
- (e) market the Products;
- (f) distribute the Products electronically;
- (g) grant Buyer Licences in accordance with the Plan Licence Agreement;
- (h) prepare, reproduce and license Preview Packs and other derivative products created by POD from the Products;
- (i) perform all acts reasonably necessary to operate the Platform.

17.2 Sublicensing Authority

The Designer expressly authorises POD to grant licences to Buyers in POD's own name pursuant to the Plan Licence Agreement.

Each Buyer Licence is deemed to have been authorised by the Designer.

17.3 Administrative Rights

POD may:

- (a) watermark Products;
- (b) apply Licensed Address stamps;
- (c) flatten PDF files;
- (d) generate download packages;
- (e) embed metadata;
- (f) generate transaction records;
- (g) maintain backup copies;
- (h) archive previous versions;
- (i) place the POD provenance mark and site address field in the reserved zone of each drawing sheet;
- (j) apply watermarking to drawing previews at the time of upload.

17.4 Territory

Unless otherwise agreed, the Distribution Licence extends throughout Australia.

Where the Designer selects Registered states only, the Platform will prevent a Buyer from completing a purchase where the Licensed Property Address is outside the States and Territories in which the Designer holds current professional registration.

The States and Territories nominated by the Designer determine where the Designer's Products may be sold, and not where the Designer is willing to undertake adaptation work.

17.5 Existing Buyer Licences

Termination of this Agreement does not revoke Buyer Licences granted before termination.

POD may continue exercising the Distribution Licence to the extent reasonably necessary to honour existing Buyer Licences.

17.6 Technical Copies

POD may create temporary and permanent electronic copies reasonably necessary for:

- (a) hosting;
- (b) cybersecurity;
- (c) disaster recovery;
- (d) system redundancy;
- (e) backup;
- (f) migration;
- (g) legal compliance.

Ownership of those copies remains with the Designer.

18. Marketing Licence

18.1 Marketing Authority

The Designer grants POD a royalty-free, non-exclusive licence during the Term to use Designer Materials for the purpose of promoting:

- (a) the Platform;
- (b) the Designer;
- (c) the Products;
- (d) Buyer sales.

18.2 Promotional Use

Without limitation, POD may:

- (a) publish renders;
- (b) publish floor plans;
- (c) publish photographs supplied by the Designer;
- (d) publish Product descriptions;
- (e) create social media content;
- (f) prepare advertising campaigns;
- (g) prepare brochures;
- (h) prepare newsletters;
- (i) optimise search engine results.

18.3 Editing

POD may:

- (a) crop;
- (b) resize;
- (c) optimise resolution;
- (d) improve formatting;
- (e) correct grammar;
- (f) adjust layout;
- (g) translate metadata into Platform format,

provided POD does not materially alter the architectural content of the Product.

18.4 Designer Attribution

Where reasonably practicable, POD will identify the Designer as the author of the Product.

Failure to attribute the Designer in a particular advertisement does not affect the Designer's ownership of Copyright.

18.5 Continuing Listings

Following termination, POD may retain historical marketing material solely to:

- (a) preserve transaction records;
- (b) support existing Buyer Licences;
- (c) comply with legal obligations;
- (d) maintain archival records.

POD will cease actively marketing delisted Products unless otherwise agreed.

19. Derivative Products

19.1 Buyer Adaptations

The Parties acknowledge that Buyers may engage Registered Practitioners to undertake Site Adaptations in accordance with the Plan Licence Agreement.

Those adaptations do not transfer ownership of the original Product.

19.2 Original Copyright

Copyright in the original Product remains vested in the Designer notwithstanding any subsequent modification by another practitioner.

19.3 New Intellectual Property

Subject to Applicable Law:

- (a) Intellectual Property Rights in the original Product remain with the Designer;
- (b) Intellectual Property Rights in original modifications created independently by another Registered Practitioner belong to that practitioner unless otherwise agreed;
- (c) no person acquires ownership of the original Product merely because modifications have been undertaken.

19.4 Release of CAD Files

Where interstate adaptation or specialist adaptation requires editable CAD Files:

- (a) the Designer may decide whether to release CAD Files;
- (b) the terms of release are determined by the Designer;
- (c) POD may facilitate the transaction;
- (d) additional fees may apply.

Except where clause 36.5 applies, nothing obliges the Designer to release editable CAD Files, and paragraphs (a) to (d) do not apply to a release required by clause 36.5.

19.5 Interstate Adaptation

Where a Buyer requires adaptation in a jurisdiction where the Designer is not registered:

- (a) POD may introduce another Registered Practitioner;
- (b) the adaptation constitutes a separate professional engagement;
- (c) the adapting practitioner assumes responsibility for the modifications;
- (d) the original Designer remains responsible only for the original Product.

19.6 Removal of Attribution

The Plan Licence Agreement requires a Buyer who engages another practitioner to modify a Product to ensure that the original Designer's professional details are removed from the modified documents. POD will not authorise the retention of the original Designer's professional details on documents modified by another practitioner.

20. Moral Rights

20.1 Preservation of Moral Rights

Nothing in this Agreement constitutes a consent by the Designer to infringement of the Designer's Moral Rights under the *Copyright Act 1968 (Cth)*.

20.2 Attribution

Subject to clause 20.5, POD will use reasonable endeavours to identify the Designer as the author of the Product when marketing or licensing the Product.

20.3 No False Attribution

POD must not knowingly:

- (a) attribute another person's work to the Designer;
- (b) attribute the Designer's work to another person;
- (c) falsely represent authorship.

20.4 Integrity

POD must not intentionally subject the Product to derogatory treatment likely to prejudice the Designer's honour or professional reputation.

Administrative changes including:

- (a) watermarking;

- (b) Licensed Address stamping;
 - (c) PDF flattening;
 - (d) metadata insertion;
 - (e) formatting for Platform presentation,
- do not constitute derogatory treatment.

20.5 Product Modifications

Where Products are modified by another Registered Practitioner:

- (a) POD will use reasonable endeavours to ensure modified documents identify the practitioner responsible for those modifications;
- (b) the original Designer will not be identified as responsible for modifications not prepared by the Designer.

20.6 Survival

The provisions relating to:

- (a) ownership;
- (b) Copyright;
- (c) Moral Rights;
- (d) Buyer Licences;
- (e) Distribution Licence necessary to support existing Buyer Licences,

survive termination of this Agreement to the extent required to protect the Designer's Intellectual Property Rights and to permit POD to fulfil obligations owed to Buyers.

20.7 Intellectual Property Enforcement

The Designer must promptly notify POD of any suspected infringement of the Products becoming known to the Designer.

POD and the Designer will consult in good faith regarding appropriate enforcement action.

Unless otherwise agreed:

- (a) the Designer retains primary ownership of infringement claims relating to the Products;
- (b) POD may take action to protect the Platform, Buyer Licence model and Distribution Licence;
- (c) each Party will reasonably cooperate in any enforcement proceedings.

20.8 No Assignment of Intellectual Property

Nothing contained in this Agreement constitutes:

- (a) an assignment of Copyright;
- (b) an assignment of Moral Rights;
- (c) a transfer of ownership of Intellectual Property Rights; or
- (d) a sale of the Products.

The rights granted to POD are contractual licences only and are limited to the purposes expressly stated in this Agreement.

DESIGNER AGREEMENT

PART 5 – SALES AND LICENSING

21. Buyer Transactions

21.1 POD as Contracting Supplier

The Designer acknowledges and agrees that, for each Product licensed through the Platform:

- (a) the Buyer enters into a contract with POD;
- (b) POD is the contracting supplier of the licence to the Buyer;
- (c) the Buyer is bound by the Plan Licence Agreement applicable at the time of purchase;
- (d) the Designer does not enter into a direct contract with the Buyer merely because the Buyer purchases a Product through the Platform; and
- (e) any subsequent Site Adaptation or other professional services separately provided by the Designer to the Buyer constitute a separate engagement.

21.2 Authority to Enter Buyer Transactions

The Designer authorises POD, during the Term, to:

- (a) offer Products for licensing through the Platform;
- (b) accept orders from Buyers;
- (c) enter into Plan Licence Agreements with Buyers in POD's own name;
- (d) collect the Purchase Price;
- (e) issue Tax Invoices to Buyers;
- (f) electronically deliver Products;
- (g) administer Buyer accounts;

- (h) provide customer service relating to Platform transactions;
- (i) administer refunds, payment disputes and Chargebacks in accordance with this Agreement; and
- (j) undertake all other activities reasonably incidental to the licensing and distribution of Products.

21.3 No Transfer of Designer Ownership

A Buyer Transaction does not:

- (a) assign Copyright in the Product;
- (b) transfer ownership of the Product;
- (c) transfer ownership of CAD Files;
- (d) give the Buyer any rights other than those expressly conferred by the Plan Licence Agreement.

21.4 Buyer Information

POD may collect information from Buyers reasonably required to administer Buyer Transactions, including:

- (a) name;
- (b) contact information;
- (c) Licensed Property Address;
- (d) payment information;
- (e) Product selection;
- (f) transaction records; and
- (g) information concerning Site Adaptation enquiries.

Any disclosure of Buyer information to the Designer is subject to Part 9 and Applicable Privacy Law.

21.5 Transaction Records

POD may maintain electronic records of each Buyer Transaction, including:

- (a) the Product purchased;
- (b) Product Tier;
- (c) Purchase Price;
- (d) Licensed Property Address;

- (e) date and time of purchase;
- (f) version of the Plan Licence Agreement accepted;
- (g) delivery records;
- (h) download records;
- (i) payment records.

21.6 No Guaranteed Sales

POD does not represent or warrant that:

- (a) any Product will generate a particular number of sales;
- (b) the Designer will earn any minimum amount;
- (c) any Product will remain continuously listed;
- (d) a particular marketing campaign will generate sales.

22. Licence Grant to Buyers

22.1 Authority to Grant Buyer Licence

The Designer irrevocably authorises POD, in respect of each Buyer Transaction validly completed during the Term, to grant the Buyer the licence described in the Plan Licence Agreement.

22.2 Scope of Buyer Licence

Unless otherwise expressly agreed, each Buyer Licence is:

- (a) non-exclusive;
- (b) non-transferable except as expressly permitted;
- (c) restricted to the Licensed Property Address;
- (d) limited to one dwelling or one authorised build;
- (e) subject to the restrictions contained in the Plan Licence Agreement.

22.3 Designer Bound by Authorised Licence

The Designer must not:

- (a) deny the validity of a Buyer Licence validly granted by POD under this Agreement;
- (b) require a Buyer to purchase a second licence for the same authorised use;

- (c) impose additional licence conditions directly upon a Buyer that are inconsistent with the Plan Licence Agreement;
- (d) revoke a Buyer Licence except through POD and in accordance with the Plan Licence Agreement and Applicable Law.

22.4 Existing Licences Survive

A Buyer Licence validly granted before:

- (a) withdrawal of a Product;
 - (b) suspension of the Designer Account;
 - (c) termination of this Agreement;
 - (d) cessation of the Designer's participation on the Platform,
- continues according to its terms.

22.5 Continuing Authority

Following termination of this Agreement, the Designer grants POD a continuing, non-exclusive licence to the extent reasonably necessary to:

- (a) administer existing Buyer Licences;
- (b) provide replacement downloads;
- (c) maintain transaction records;
- (d) deal with Consumer Guarantee claims;
- (e) resolve disputes concerning earlier Buyer Transactions;
- (f) comply with Applicable Law.

22.6 No Repeat Construction

The Designer acknowledges that the standard Plan Licence Agreement prohibits use of a Product for multiple builds or at multiple addresses unless a further licence has been acquired.

22.7 Enforcement

POD and the Designer may cooperate in relation to suspected unauthorised use of a Product.

Nothing in this Agreement transfers ownership of the Designer's underlying Copyright claim to POD.

23. Product Delivery

23.1 Delivery by POD

POD is responsible for electronic delivery of Products purchased through the Platform.

23.2 Delivery Format

Unless otherwise agreed, POD may deliver Products as:

- (a) watermarked PDFs;
- (b) flattened PDFs;
- (c) non-editable digital files;
- (d) files incorporating the Licensed Property Address;
- (e) files incorporating transaction identifiers or other security features.

23.3 Designer Authorisation

The Designer authorises POD to make any technical modification reasonably required for delivery and intellectual property protection, including:

- (a) applying Watermarks;
- (b) inserting Licensed Property Address details;
- (c) flattening files;
- (d) inserting metadata;
- (e) generating secure download packages;
- (f) applying technological protection measures.

Those acts do not transfer ownership of the Product to POD.

23.4 Source Files

POD is not required to deliver CAD Files, BIM models or other editable source files to a Buyer unless:

- (a) the Designer expressly authorises the release; or
- (b) release forms part of a separately agreed Product or Adaptation arrangement.

23.5 Replacement Files

POD may provide a Buyer with replacement access or replacement files where reasonably necessary because of:

- (a) download failure;
- (b) file corruption;
- (c) incorrect delivery;
- (d) a Consumer Guarantee remedy;
- (e) another legitimate administrative requirement.

No additional Commission is payable merely because POD re-delivers a Product under this clause.

24. Pricing

24.1 Retail Pricing

The Designer will set the retail price of each Product, provided that it does not exceed the maximum price for the relevant Product Tier set out in Schedule 2.

24.2 Designer Input

A price set by the Designer that exceeds the maximum price for the relevant Product Tier will not be published until the price or the Product Tier is adjusted.

24.3 Final Price Display

The price displayed to the Buyer at checkout is the applicable Purchase Price for that Buyer Transaction.

24.4 GST

Unless expressly stated otherwise, retail prices displayed to Consumers are inclusive of GST.

24.5 Price Changes

A change to the retail price of a Product:

- (a) applies prospectively;
- (b) does not alter completed Buyer Transactions;
- (c) does not retrospectively alter Commission already accrued.

24.6 No Misleading Pricing

Neither Party may engage in misleading or deceptive pricing practices, including misleading representations concerning:

- (a) discounts;
- (b) previous prices;
- (c) recommended retail prices;
- (d) savings;
- (e) Product inclusions.

25. Discounts

25.1 Promotional Discounts

POD may conduct reasonable Platform-wide promotional campaigns involving discounts or special offers. POD does not use promotional codes.

25.2 Effect on Designer Commission

The treatment of discounts for the purpose of calculating Commission is governed by Schedule 2.

25.3 Builder and Partner Discounts

POD may establish discount programs for:

- (a) verified builders;
- (b) repeat purchasers;
- (c) commercial partners;
- (d) promotional campaigns,

subject to the Commission arrangements in Schedule 2.

25.4 POD-Funded Promotions

Where POD chooses to fund a discount entirely from POD's own margin, the Designer's Commission will be calculated by reference to the amount that would otherwise have applied before that POD-funded discount, unless otherwise agreed.

PART 6 – PAYMENTS

26. Commission

26.1 Entitlement

For each completed Buyer Transaction, the Designer is entitled to the Commission specified in Schedule 2.

26.2 Commission Basis

The Commission is calculated in accordance with Schedule 2. The Designer's share is calculated on the full ex-GST list price of the Product and is not reduced by payment-processing fees or by any discount funded by POD.

26.3 Commission Includes Consideration for Licence

The Designer acknowledges that the Commission constitutes consideration for:

- (a) the Distribution Licence granted to POD;
- (b) POD's authority to grant the Buyer Licence;
- (c) the supply made by the Designer to POD for the relevant transaction; and
- (d) any other rights expressly granted under this Agreement in relation to that transaction.

26.4 Payment of Commission

The Designer's share of each completed Buyer Transaction is transferred directly to the Designer at the time of the transaction through POD's payment provider. Transfers of funds to the Designer are subject to the payment provider's processing and payout timing, and to the refund, Chargeback and Clawback provisions of this Agreement.

26.5 Payment Method

Commission is transferred to the Designer's connected account with POD's payment provider. The Designer is responsible for maintaining current and accurate details with the provider.

26.6 Incorrect Account Details

POD is not responsible for delay or misdirection caused by incorrect details held by the payment provider, but must use reasonable endeavours to assist in recovering a misdirected payment, where practicable.

26.7 Statements

POD may provide an electronic statement showing:

- (a) Products sold;
- (b) Sale Price;
- (c) GST;
- (d) Commission;
- (e) refunds;
- (f) Chargebacks;
- (g) adjustments;
- (h) net amount payable.

27. Recipient Created Tax Invoices

27.1 RCTI Arrangement

Where permitted by GST Law, the Parties agree that POD may issue Recipient Created Tax Invoices in respect of taxable supplies made by the Designer to POD under this Agreement.

27.2 Designer Warranties

The Designer warrants that, while the RCTI arrangement applies:

- (a) the Designer is registered for GST where required;
- (b) the Designer will notify POD if the Designer ceases to be registered for GST;
- (c) the Designer will not issue a Tax Invoice for a supply for which POD issues an RCTI;
- (d) the Designer will provide information reasonably required for preparation of the RCTI.

27.3 POD Obligations

POD will:

- (a) issue RCTIs only where entitled to do so under GST Law;
- (b) include information required by GST Law;
- (c) retain records as required by law;
- (d) cease issuing RCTIs if the arrangement no longer satisfies applicable requirements.

27.4 Copy to Designer

POD will make each RCTI available electronically to the Designer.

27.5 Adjustment Notes

POD may issue an adjustment note where required because of:

- (a) a refund;
- (b) Chargeback;
- (c) pricing correction;
- (d) cancellation;
- (e) other adjustment event.

27.6 Change in GST Status

The Designer must notify POD promptly if:

- (a) its GST registration changes;
- (b) its ABN changes;
- (c) its legal entity changes;
- (d) circumstances arise affecting the validity of the RCTI arrangement.

28. GST

28.1 GST Definitions

Expressions used in this clause which have a defined meaning under the GST Law have the same meaning in this Agreement unless the context otherwise requires.

28.2 GST Exclusive Amounts

Unless expressly stated otherwise, amounts payable between POD and the Designer under this Agreement are exclusive of GST.

28.3 Taxable Supply

If a Party makes a taxable supply under this Agreement for consideration that is not expressly stated to include GST, the recipient must pay an additional amount equal to the GST payable on that supply.

28.4 Timing

Any additional GST amount is payable at the same time as the consideration for the relevant taxable supply.

28.5 Adjustment Events

If an adjustment event occurs, the Parties must make the adjustment required by GST Law.

28.6 GST Characterisation

The Parties intend that the GST treatment of transactions under this Agreement reflect the marketplace structure described in clause 5, including POD's role in making the Platform sale to the Buyer and the Designer's supply to POD under the agreed RCTI arrangement.

If Applicable Law requires a different GST treatment, the Parties must cooperate in good faith to implement the legally required treatment without unnecessarily disturbing the commercial allocation of Commission.

29. Payment Processing

29.1 POD Collection

The Designer authorises POD to arrange collection of all Buyer payments relating to Products through the Platform and its payment provider. The Designer's share is transferred directly to the Designer's connected account and does not pass through an account controlled by POD.

29.2 No Direct Collection

The Designer must not require a Buyer to pay the Designer directly for the original Platform licence.

This does not prevent the Designer from charging separately for an Adaptation Engagement or other professional services properly entered into outside the original Buyer Transaction.

29.3 Withholding

POD may temporarily withhold an amount reasonably connected with:

- (a) a pending refund;
- (b) Chargeback;
- (c) fraud investigation;
- (d) disputed Buyer Transaction;
- (e) suspected breach of this Agreement;
- (f) a legal obligation to withhold payment.

POD must not withhold amounts unrelated to the relevant issue for longer than reasonably necessary.

29.4 Payment Error

If POD:

- (a) overpays the Designer, the Designer must repay the overpayment or POD may set it off against future amounts;
- (b) underpays the Designer, POD must pay the shortfall within a reasonable time after identifying or being notified of the error.

30. Stripe and Payment Providers

30.1 Payment Provider

POD may use Stripe or another reputable payment service provider to process Buyer payments.

30.2 Provider Requirements

The Designer must provide information reasonably required to satisfy:

- (a) identity verification;
- (b) anti-fraud controls;
- (c) banking verification;
- (d) regulatory requirements,

where relevant to payments made through the Platform.

30.3 No Guarantee of Third-Party Systems

POD does not warrant uninterrupted availability of a third-party payment system but must use reasonable endeavours to rectify material payment-processing issues affecting Designers.

30.4 Replacement Provider

POD may replace its payment provider without the Designer's consent provided the replacement does not materially reduce the Designer's accrued payment rights.

PART 7 – REFUNDS AND PAYMENT REVERSALS

31. Refunds

31.1 POD Administration

POD is responsible for administering refund requests relating to the original Buyer Transaction.

31.2 ACL Refunds

POD may provide a refund where required by:

- (a) the Australian Consumer Law;
- (b) another Applicable Law;
- (c) a binding determination or settlement.

31.3 Consultation with Designer

Where a refund claim concerns an alleged defect in a Product, POD may consult the Designer and require reasonable assistance in assessing the claim.

31.4 No Veto over Statutory Remedy

The Designer does not have a right to prevent POD from providing a refund where POD reasonably determines that the refund is required by Applicable Law.

31.5 Discretionary Refunds

Where POD proposes to give a refund that is not required by law and the refund would reduce Commission already accrued to the Designer, POD should consult the Designer before making the refund unless:

- (a) the amount is immaterial;
- (b) immediate action is reasonably necessary to resolve fraud or payment error; or
- (c) Schedule 2 expressly permits the adjustment.

31.6 Effect on Commission

Where a Buyer Transaction is fully refunded:

- (a) Commission relating to that transaction does not accrue; or
- (b) if already paid, the corresponding amount may be recovered in accordance with clause 33.

For a partial refund, the corresponding Commission adjustment must be proportionate unless Schedule 2 provides otherwise.

31.7 Designer-Caused Failure

Where a refund results from:

- (a) a material defect in the Product;
- (b) a material misdescription supplied by the Designer;
- (c) infringement of third-party Intellectual Property Rights;
- (d) failure by the Designer to comply with this Agreement,

POD may recover the Commission attributable to the refunded transaction together with other amounts recoverable under this Agreement.

32. Chargebacks

32.1 Chargeback Administration

POD may respond to and administer Chargebacks through its payment provider.

32.2 Designer Assistance

The Designer must provide information reasonably requested by POD to contest a Chargeback, including information concerning:

- (a) the Product;
- (b) its delivery;
- (c) its description;
- (d) communications with the Buyer;
- (e) any Adaptation Engagement relevant to the dispute.

32.3 Pending Chargeback

Where a Chargeback is unresolved, POD may reverse the transfer of the Commission attributable to that transaction through the payment provider or recover the amount in accordance with clause 33.

32.4 Successful Chargeback

If a Chargeback is finally determined against POD, the Commission for the affected transaction may be reversed in accordance with this Part.

32.5 Chargeback Fees

Any allocation of third-party Chargeback fees between POD and the Designer is governed by Schedule 2.

POD must not pass a Chargeback fee to the Designer merely because a Buyer initiated a genuine but unsuccessful dispute unless Schedule 2 expressly provides otherwise.

32.6 Fraud

POD bears responsibility for administering ordinary Platform payment fraud controls.

The Designer remains responsible for fraudulent or improper conduct attributable to the Designer or persons using the Designer Account.

33. Clawback

33.1 Recovery of Commission

POD may recover Commission already paid where:

- (a) the corresponding Buyer payment is refunded;
- (b) a Chargeback succeeds;
- (c) the payment is reversed;
- (d) the transaction is found to be fraudulent;
- (e) the Commission was paid in error.

33.2 Method of Recovery

POD may recover an amount under clause 33.1 by:

- (a) reversing the original transfer through the payment provider;
- (b) setting the amount off against future transfers to the Designer;
- (c) recovering the amount from the Designer as a debt where no future transfers are available.

33.3 Notice

POD must provide reasonable details of the transaction and adjustment giving rise to a Clawback.

33.4 Disputed Clawback

The Designer may dispute a Clawback by giving POD reasonable supporting information.
POD must review the dispute in good faith.

33.5 No Clawback for POD-Funded Accommodation

Unless otherwise agreed, POD must not reduce Commission merely because POD voluntarily provides a customer credit or other accommodation funded entirely from POD's own margin.

34. Set-Off

34.1 Right of Set-Off

POD may set off against amounts payable to the Designer any amount that is:

- (a) due and payable by the Designer to POD; and
- (b) reasonably ascertainable.

34.2 Notice

POD must identify any set-off in the Designer's payment statement or otherwise provide reasonable written particulars.

34.3 Disputed Amount

POD must not set off a genuinely disputed amount unrelated to a Buyer Transaction unless:

- (a) the Designer agrees;
- (b) liability has been determined; or
- (c) POD otherwise has a lawful right of set-off.

35. Recovery of Amounts

35.1 Debt

An amount properly payable by the Designer under this Part and not recovered through future Commission constitutes a debt due to POD.

35.2 Repayment

Following written demand, the Designer must pay an undisputed amount within the reasonable period specified in the demand.

35.3 Recovery Costs

POD may recover reasonable external costs incurred in recovering an undisputed overdue amount where the Designer has failed to pay after reasonable notice.

35.4 No Penalty

Nothing in this Part permits POD to impose a penalty or recover more than the actual amount properly due together with legally recoverable costs.

PART 8 – INTERSTATE SALES AND ADAPTATION

36. National Listing Option

36.1 National Availability

Subject to the Designer's Interstate Selection, POD may make a Product available to Buyers throughout Australia.

36.2 Interstate Selection

The Designer must select, at the time of account creation, through the Designer Account whether Products are to be:

- (a) National, meaning available to Buyers throughout Australia; or
- (b) Registered states only, meaning available only for Licensed Property Addresses in States or Territories in which the Designer holds current professional registration.

The selection recorded in the Designer Account is binding on the Parties.

36.3 Effect of National Listing

Where the Designer selects National, the Designer acknowledges that a Buyer may purchase the Product for a Licensed Property Address in a jurisdiction where the Designer is not professionally registered.

36.4 No Representation of Registration

POD must not knowingly represent that the Designer is professionally registered in a jurisdiction where the Designer has informed POD that the Designer is not registered.

36.5 Release of CAD Files Under a National Selection

- (a) where the Designer has selected National and a Buyer Licence is granted for a Licensed Property Address in a State or Territory in which the Designer does not hold current

professional registration, the Designer must release the CAD Files and other native source files for that Product to the Registered Practitioner nominated by the Buyer to document the Product for approval.

- (b) the Registered Practitioner nominated by the Buyer may be a designer verified by POD and registered in that State or Territory, or another Registered Practitioner chosen by the Buyer.
- (c) the Designer must not charge a fee for a release under this clause.
- (d) clause 39.3 applies to a release under this clause, except that clause 39.3(c) does not apply unless the Designer holds current professional registration in the State or Territory of the Licensed Property Address and is lawfully able to undertake the Site Adaptation.
- (e) if a release is required in accordance with clauses 36.5 and 39.3, there is no obligation for the Designer to provide any Site Adaptation, professional advice or any other professional service.

36.6 Obligations of a Receiving Designer

Where the Designer receives CAD Files or native source files from another designer under clause 36.5, the Designer:

- (a) may use those files only for the Site Adaptation for the Buyer and Licensed Property Address for which they were released;
- (b) must not retain those files beyond completion of that Site Adaptation, except as required by Applicable Law or professional record-keeping obligations;
- (c) must not reuse those files, or any part of them, for any other project, client or purpose without the express written consent of the original designer;
- (d) must not list, license, distribute or otherwise make available those files, the underlying Product, or any derivative of them without the express written consent of the original designer;
- (e) must not use those files to create a competing design; and
- (f) indemnifies the original designer against Loss arising from a breach of this clause.

This clause binds every Designer as a potential recipient of another designer's CAD Files and survives termination of this Agreement.

37. Registered States Option

37.1 Registered Jurisdictions

The Designer must identify in the Designer Account each State or Territory in which the Designer holds relevant professional registration.

37.2 Updating Registration

The Designer must promptly update POD if registration in a jurisdiction:

- (a) commences;
- (b) expires;
- (c) is suspended;
- (d) is cancelled;
- (e) becomes subject to a material condition.

37.3 Restricted Listing

Where the Designer selects Registered states only, the Platform will prevent a Buyer from completing a purchase where the Licensed Property Address is outside the Designer's nominated jurisdictions.

37.4 Platform Error

If a Product is inadvertently licensed outside a nominated jurisdiction because of a Platform error, the Parties must cooperate reasonably to provide an appropriate solution to the Buyer.

38. Interstate Adaptation

38.1 Need for Local Adaptation

The Parties acknowledge that a Product may require adaptation by a practitioner registered or otherwise lawfully entitled to practise in the jurisdiction of the Licensed Property Address.

38.2 Designer Registered in Jurisdiction

Where the original Designer is appropriately registered and willing to undertake the work, POD may introduce the Buyer to the Designer for a separate Adaptation Engagement.

38.3 Designer Not Registered

Where the Designer is not registered or otherwise entitled to undertake the required professional work in the relevant jurisdiction:

- (a) POD may introduce the Buyer to another Registered Practitioner;
- (b) the Buyer may independently appoint another Registered Practitioner;
- (c) the Designer is not required to provide professional services unlawfully.

38.4 Separate Engagement

Any Adaptation Engagement is separate from:

- (a) this Agreement;
- (b) the original Buyer Transaction;
- (c) the Plan Licence Agreement,

except to the extent those agreements govern use of the underlying Product and Intellectual Property Rights.

38.5 Professional Responsibility

A practitioner who modifies the Product is professionally responsible for that practitioner's modifications, subject to Applicable Law.

The original Designer does not assume responsibility for modifications prepared by another practitioner merely because the original Product formed the basis of the adapted design.

38.6 Attribution

Where another practitioner materially modifies a Product, the modified documentation must not misleadingly identify the original Designer as responsible for those modifications.

The parties must comply with the moral rights and attribution provisions in Part 4.

39. CAD Release

39.1 No Automatic Entitlement

Except where clause 36.5 applies, neither POD nor a Buyer acquires an automatic entitlement to CAD Files merely because:

- (a) the Product has been listed;
- (b) a Buyer Licence has been granted;
- (c) Site Adaptation is required.

39.2 Designer Control

Subject to clause 36.5 and to any express Product terms, the Designer retains control over whether CAD Files are released for adaptation.

39.3 Conditions of Release

Subject to clause 36.5, the Designer may impose reasonable conditions on CAD release, including:

- (a) verification of the receiving practitioner's identity and registration;
- (b) execution of a CAD licence or undertaking;
- (c) payment of a reasonable fee;
- (d) restrictions on use;
- (e) restrictions on further distribution;
- (f) acknowledgement of the Designer's continuing Copyright.

39.4 POD Facilitation

POD may facilitate communication, payment or electronic transfer relating to CAD release if the parties agree.

POD does not acquire ownership of the CAD Files by facilitating that process.

39.5 No Unreasonable Representation

POD must not advertise CAD Files as included in a Product unless the Designer has expressly authorised that inclusion.

40. Responsibilities

40.1 Original Designer

Subject to Applicable Law, the original Designer remains responsible for the professional work actually performed by the Designer in preparing the original Product.

40.2 Adapting Practitioner

A practitioner undertaking Site Adaptation is responsible for:

- (a) the modifications that practitioner prepares;
- (b) professional advice provided under the Adaptation Engagement;
- (c) site-specific assessment within that practitioner's scope;
- (d) compliance obligations applicable to that practitioner's professional services.

40.3 POD

POD is responsible for its own obligations as Platform operator, including:

- (a) administration of the Buyer Transaction;
- (b) electronic delivery;
- (c) administration of the Plan Licence Agreement;
- (d) payment administration;
- (e) matters expressly assumed by POD under this Agreement.

40.4 No POD Professional Responsibility

POD does not become:

- (a) the architect;
- (b) building designer;
- (c) engineer;
- (d) building surveyor;
- (e) certifier;
- (f) town planner,

for a Project merely by operating the Platform, facilitating a Buyer Transaction or introducing a Buyer to a practitioner.

40.5 Buyer Responsibility

The Buyer remains responsible, subject to the Plan Licence Agreement and Australian Consumer Law, for obtaining:

- (a) Site Adaptation where required;
- (b) site investigations;
- (c) engineering;
- (d) consultant reports;
- (e) planning approval;
- (f) building approval;
- (g) other statutory approvals required for Construction.

40.6 Cooperation

The Designer must reasonably cooperate with POD in addressing legitimate questions concerning:

- (a) authorship of the Product;

- (b) original Product documentation;
- (c) Product inclusions;
- (d) Product versions;
- (e) intellectual property ownership;
- (f) matters reasonably necessary to administer an existing Buyer Licence.

40.7 No Obligation to Provide Unpaid Professional Services

Except for the release of files required by clause 36.5, nothing in this clause requires the Designer to provide substantive:

- (a) design amendments;
- (b) Site Adaptation;
- (c) professional advice;
- (d) consultant coordination; or
- (e) other professional services,

without a separate engagement and agreement concerning fees.

40.8 Existing Buyer Rights

A change in:

- (a) the Designer's professional registration;
- (b) the Designer's participation on the Platform;
- (c) the Designer's willingness to undertake Adaptation work; or
- (d) the relationship between POD and the Designer,

does not of itself terminate a Buyer Licence validly granted before that change.

40.9 Consumer Law

Nothing in this Part allocates responsibility in a manner that excludes, restricts or modifies any liability, Consumer Guarantee or other obligation that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law.

PART 9 – BUYER RELATIONSHIPS

41. Adaptation Engagements

41.1 Separate Professional Engagement

Where a Buyer requires Site Adaptation, compliance adaptation, amendments, additional documentation or other professional services in relation to a Product, the Designer may enter into a separate professional services agreement directly with the Buyer.

Any such agreement is an Adaptation Engagement.

The Designer acknowledges that Adaptation Engagements are deliberately separate from the original Product licence transaction. POD does not receive a commission on Adaptation Engagements and is not intended to be a party to them.

41.2 POD Not a Party

Unless POD expressly agrees otherwise in writing:

- (a) POD is not a party to an Adaptation Engagement;
- (b) POD does not engage the Designer to provide Adaptation services;
- (c) POD does not supervise or control the professional services performed by the Designer;
- (d) POD does not determine the scope, fee or timing of the Adaptation Engagement;
- (e) the Designer must not represent that POD is responsible for the Designer's professional services.

41.3 Direct Contract with Buyer

The Designer and Buyer are responsible for agreeing directly:

- (a) the scope of services;
- (b) professional fees;
- (c) payment terms;
- (d) deliverables;
- (e) timeframes;
- (f) consultant coordination;
- (g) intellectual property rights relating to new work;
- (h) professional liability arrangements;
- (i) any other terms required by Applicable Law.

41.4 Adaptation Fees

All amounts payable for an Adaptation Engagement are payable directly between the Buyer and the Designer unless POD expressly provides an optional payment facility.

No Commission is payable to POD merely because POD introduced the Buyer to the Designer for Adaptation services.

41.5 Professional Responsibility

The Designer remains professionally responsible for professional services personally performed under an Adaptation Engagement.

Nothing in the original Platform transaction transfers that responsibility to POD.

41.6 Compliance with Professional Obligations

The Designer must ensure that every Adaptation Engagement is performed:

- (a) within the scope of the Designer's registration;
- (b) in accordance with Applicable Law;
- (c) in accordance with applicable professional standards;
- (d) with reasonable professional skill and care;
- (e) in compliance with any mandatory consumer or professional disclosure requirements.

41.7 Written Engagement

Where required by Applicable Law or applicable professional requirements, the Designer must enter into a written client agreement with the Buyer before commencing Adaptation services.

41.8 No Obligation to Accept Engagement

Except where separately agreed, the Designer is not obliged to accept an Adaptation Engagement.

The Designer may decline an engagement where, for example:

- (a) the Designer lacks capacity;
- (b) the Project is outside the Designer's registration;
- (c) the proposed work falls outside the Designer's professional expertise;
- (d) appropriate insurance is not available;
- (e) a conflict of interest exists.

41.9 POD Introduction Only

Where POD introduces a Buyer and Designer:

- (a) the introduction does not amount to endorsement of the Designer's professional services;
- (b) POD does not guarantee the suitability of the Designer for the particular Project;
- (c) the Buyer and Designer remain responsible for entering into their own professional relationship.

41.10 No Circumvention of Original Licence

An Adaptation Engagement does not permit the Designer or Buyer to avoid the original Product licence transaction.

Where a Buyer has been introduced through POD and wishes to acquire a Product licence, the licence sale must occur through the Platform, subject to the anti-circumvention provisions of this Agreement.

42. Buyer Data

42.1 Disclosure to Designer

POD may disclose to the Designer Buyer information reasonably necessary for:

- (a) Adaptation enquiries;
- (b) CAD enquiries;
- (c) administration of an existing Buyer Licence;
- (d) responding to technical questions concerning the original Product;
- (e) complying with Applicable Law.

The information may include the Buyer's contact details and Licensed Property Address.

42.2 Permitted Purpose

The Designer must use Buyer Data only for the purpose for which POD disclosed it.

Without limitation, the Designer may use Buyer Data for:

- (a) responding to an Adaptation enquiry;
- (b) providing an Adaptation proposal;
- (c) administering an accepted Adaptation Engagement;
- (d) responding to a CAD enquiry;
- (e) resolving an issue concerning the Buyer's licensed Product.

42.3 Prohibited Marketing Use

The Designer must not use Buyer Data for:

- (a) unrelated direct marketing;
- (b) mailing lists;
- (c) unrelated promotional campaigns;
- (d) sale or disclosure to third parties;
- (e) solicitation of unrelated professional services,

unless the Buyer has separately consented to that use in accordance with Applicable Law.

42.4 Privacy Compliance

The Designer must comply with all Applicable Privacy Law in relation to Buyer Data.

Where applicable, the Designer must:

- (a) take reasonable steps to protect Buyer Data;
- (b) restrict internal access to persons who need the information;
- (c) securely dispose of information when no longer required;
- (d) notify POD of any eligible or material data breach affecting information supplied through the Platform.

42.5 No Sale of Data

The Designer must not sell, rent, licence, trade or commercially exploit Buyer Data.

42.6 Data Security

The Designer must maintain reasonable technical and organisational security measures appropriate to the sensitivity of Buyer Data held by the Designer.

42.7 Data Breach

If the Designer becomes aware of unauthorised access to, disclosure of or loss of Buyer Data received from POD, the Designer must:

- (a) promptly investigate;
- (b) take reasonable steps to contain the incident;
- (c) notify POD without unreasonable delay;
- (d) provide information reasonably required by POD to assess any notification obligations.

42.8 Return or Destruction

Following termination of this Agreement, the Designer must cease using Buyer Data supplied by POD except to the extent reasonably required:

- (a) to perform an existing Adaptation Engagement;
- (b) to comply with law;
- (c) to maintain professional records;
- (d) to resolve an existing dispute.

43. Confidential Information

43.1 Confidentiality Obligation

Each Party must keep confidential and must not disclose the other Party's Confidential Information except as permitted by this Agreement.

43.2 POD Confidential Information

POD Confidential Information includes, without limitation:

- (a) non-public Platform information;
- (b) Commission data;
- (c) business models;
- (d) marketing strategies;
- (e) software and technical information;
- (f) Buyer Data;
- (g) confidential builder pricing;
- (h) internal operating procedures.

43.3 Designer Confidential Information

Designer Confidential Information includes the following, subject to any release required by clause 36.5:

- (a) CAD Files;
- (b) source files;
- (c) unpublished Products;
- (d) proprietary design processes;
- (e) confidential practice information.

43.4 Permitted Disclosure

A Party may disclose Confidential Information:

- (a) to employees or professional advisers who need the information and are subject to confidentiality obligations;
- (b) where required by Applicable Law;
- (c) with the other Party's written consent;
- (d) where the information is already lawfully public other than because of a breach.

43.5 Indicative Builder Pricing

Where a Verified Builder supplies an indicative build price in relation to a Product, the Designer acknowledges that:

- (a) the figure is confidential;
- (b) it is supplied privately for the Designer's reference;
- (c) it is indicative only;
- (d) it is non-binding;
- (e) it relates to the cost to build the Product as drawn;
- (f) it excludes siteworks and Site-specific costs;
- (g) it is not a quote or offer;
- (h) it must not be republished or used in marketing;
- (i) it must not be presented to a Buyer as a builder's quotation.

43.6 Discussion with Buyer

Before discussing an indicative build price with a Buyer, the Designer should confirm the figure with the relevant Verified Builder.

43.7 Survival

The confidentiality obligations survive termination for so long as the information remains confidential.

44. Marketing Restrictions and Anti-Circumvention

44.1 Platform-Originated Buyer

Where a Buyer is introduced to a Product or the Designer through POD, the Designer must not knowingly arrange for the Buyer to acquire the original licence to that Product outside the Platform for the purpose of avoiding POD's Commission or transaction process.

44.2 Permitted Direct Work

Clause 44.1 does not prevent:

- (a) Adaptation Engagements;
- (b) other professional services separately requested by the Buyer;
- (c) work for the Designer's pre-existing client;
- (d) independent professional work unrelated to the Product licence;
- (e) work arising independently of the Platform.

44.3 Pre-existing Relationships

The Designer is not required to route through POD transactions arising from a genuine pre-existing professional relationship, except where the specific Product licence transaction was introduced through the Platform.

44.4 No Misrepresentation of POD Relationship

The Designer must not represent that:

- (a) POD employs the Designer;
- (b) POD guarantees the Designer's professional services;
- (c) POD has approved the quality of the Designer's services;
- (d) the Designer has authority to bind POD.

44.5 Platform Branding

The Designer may refer factually to participating in Plans on Demand but must not use POD trademarks, logos or brand assets except as permitted by POD.

PART 10 – WARRANTIES

45. Designer Warranties

45.1 General Warranties

The Designer warrants, on entering into this Agreement, and throughout the Term that:

- (a) all information provided to POD is accurate and not misleading;

- (b) the Designer has authority to enter this Agreement;
- (c) the Designer is entitled to grant all rights granted to POD;
- (d) Products supplied to POD have been prepared with reasonable professional skill and care;
- (e) Products do not knowingly contain material defects;
- (f) the Designer will comply with Applicable Law and applicable professional obligations;
- (g) the Designer holds current professional registration in each State and Territory identified in the Designer Account in which a registration scheme applicable to the Designer's work exists.

45.2 Repetition

Each warranty is deemed repeated:

- (a) when a Product is uploaded;
- (b) when a Product is materially updated;
- (c) when a Product is sold through the Platform.

46. Professional Registration

46.1 Condition of Participation

Maintaining all professional registration required for the Designer's participation is a condition of this Agreement.

46.2 Notification

The Designer must immediately notify POD if registration:

- (a) expires;
- (b) lapses;
- (c) is suspended;
- (d) is cancelled;
- (e) becomes subject to a material condition;
- (f) is affected by disciplinary action.

46.3 POD Suspension Rights

POD may immediately suspend relevant Product listings if the Designer ceases to hold required registration.

46.4 Jurisdiction-Specific Registration

The Designer must not represent that the Designer is registered in a State or Territory where that registration is not held.

47. Professional Indemnity Insurance

47.1 Mandatory Insurance

The Designer must maintain Professional Indemnity Insurance throughout the Term.

The minimum cover must be:

- (a) not less than the minimum required for the Designer's registration in each jurisdiction in which the Designer is registered; and
- (b) in any event, not less than \$2,000,000 for any one claim.

47.2 Scope of Insurance

The Designer must take reasonable steps to ensure that the policy is appropriate to the professional activities undertaken through the Platform, including the licensing of Products to Buyers with whom the Designer may not initially have a direct professional engagement.

47.3 Evidence

POD may request:

- (a) a certificate of currency;
- (b) policy details reasonably relevant to confirming cover;
- (c) evidence of renewal.

47.4 Lapse

The Designer must immediately notify POD if insurance:

- (a) expires;
- (b) is cancelled;
- (c) is materially restricted;
- (d) ceases to respond to activities undertaken through the Platform.

47.5 Suspension

POD may suspend Products while required insurance is not maintained.

48. Intellectual Property Warranties

48.1 Ownership and Authority

The Designer warrants that, for each Product:

- (a) the Designer owns or controls all Copyright necessary to grant the rights under this Agreement;
- (b) no third-party consent is required that has not been obtained;
- (c) the Designer has authority to grant POD the Distribution Licence and sublicensing rights.

48.2 Third-Party Rights

The Designer warrants that the Product does not infringe the Intellectual Property Rights of:

- (a) a co-author;
- (b) former employer;
- (c) architectural or design practice;
- (d) previous client;
- (e) consultant;
- (f) any other third party.

48.3 Exclusivity

The Designer warrants that:

- (a) no Product uploaded to POD is subject to a third-party exclusivity obligation inconsistent with this Agreement;
- (b) the Product has not previously been built.

48.4 Notification of Claim

The Designer must promptly notify POD if:

- (a) a third party alleges infringement;
- (b) the Designer becomes aware that a warranty may be inaccurate;
- (c) ownership of a Product becomes disputed.

49. GST, Product and Regulatory Compliance

49.1 GST Registration

Maintaining GST registration is a condition of participation.

The Designer must notify POD within **21 days** if GST registration ceases or changes.

49.2 Product Compliance

The Designer warrants that the original Product:

- (a) was prepared competently;
- (b) accurately reflects its advertised Product Tier;
- (c) contains the documents represented as being included;
- (d) does not knowingly contain false or misleading information.

49.3 No Universal Site Warranty

Nothing in clause 49.2 amounts to a warranty that a Product is suitable without adaptation for every Site or jurisdiction.

49.4 Cooperation with Consumer Complaints

The Designer must reasonably cooperate with POD in resolving consumer complaints relating to an alleged defect in the Product.

PART 11 – LIABILITY

50. Allocation of Responsibility

50.1 Designer Professional Responsibility

The Designer retains professional responsibility for the Product as originally documented by the Designer.

50.2 POD Responsibility

POD is responsible for:

- (a) operation of the Platform;
- (b) administration of Buyer Transactions;
- (c) electronic delivery;
- (d) its own representations;

(e) its own acts and omissions.

50.3 Adapted Designs

The original Designer is not responsible for modifications made by another practitioner except to the extent a defect in the original Product independently caused the relevant Loss.

50.4 Third Parties

Neither Party is liable for acts or omissions of an independent third party except where Applicable Law provides otherwise.

51. Designer Indemnities

51.1 Intellectual Property Indemnity

The Designer indemnifies POD against Loss arising from a third-party claim that a Product infringes Intellectual Property Rights, to the extent caused by breach of the warranties in clause 48.

51.2 Professional Defect Indemnity

The Designer indemnifies POD against Loss arising from a material professional defect in the original Product attributable to the Designer.

51.3 Eligibility Indemnity

The Designer indemnifies POD against Loss arising from a material breach of:

- (a) registration warranties;
- (b) insurance obligations;
- (c) Intellectual Property warranties;
- (d) authority warranties.

51.4 Limitations

An indemnity does not apply to the extent Loss is caused by:

- (a) POD's negligence;
- (b) POD's breach of this Agreement;
- (c) an unauthorised modification made by POD;
- (d) another person's Adaptation for which the Designer is not professionally responsible.

51.5 Conduct of Claims

POD must:

- (a) notify the Designer of a material indemnified claim within a reasonable time;
- (b) permit the Designer reasonable participation in the defence;
- (c) not settle a claim in a manner imposing non-monetary liability on the Designer without consultation, except where reasonably necessary.

52. Limitation of POD Liability

52.1 Mandatory Rights Preserved

Nothing in this Agreement excludes liability that cannot lawfully be excluded.

52.2 Liability Cap

To the maximum extent permitted by law, and subject to clause 52.3, POD's aggregate liability to the Designer arising out of or in connection with this Agreement, is limited to the greater of:

- (a) the total Commission paid or payable to the Designer during the 12 months immediately preceding the event giving rise to the claim; or
- (b) \$50,000.

52.3 Liability Not Subject to the Cap

Clause 52.2 does not apply to liability arising from:

- (a) infringement by POD of the Designer's Intellectual Property Rights;
- (b) breach by POD of its confidentiality obligations under this Agreement;
- (c) release by POD of CAD Files without the Designer's authorisation;
- (d) fraud or wilful misconduct by POD.

52.4 Excluded Platform Outcomes

POD is not liable merely because:

- (a) a Product does not sell;
- (b) sales volumes decrease;
- (c) search rankings change;
- (d) another Designer receives more prominent placement;

- (e) POD introduces competing Products;
- (f) a Buyer does not proceed with Adaptation services.

52.5 Payment Provider and Infrastructure

Subject to Applicable Law, POD is not liable for temporary disruption caused by independent payment processors, hosting providers or telecommunications services outside POD's reasonable control.

53. Consequential Loss

53.1 Exclusion

To the maximum extent permitted by law, neither Party is liable to the other for Consequential Loss arising from this Agreement.

53.2 Consequential Loss Includes

Consequential Loss includes:

- (a) loss of profit;
- (b) loss of revenue;
- (c) loss of anticipated opportunity;
- (d) loss of goodwill;
- (e) business interruption;
- (f) indirect or consequential loss.

53.3 Exceptions

The exclusion does not apply to:

- (a) liability under clause 51;
- (b) Intellectual Property infringement;
- (c) fraud;
- (d) wilful misconduct;
- (e) breach of confidentiality;
- (f) liability that cannot lawfully be excluded.

PART 12 – SUSPENSION AND TERMINATION

54. Suspension

54.1 Suspension Events

POD may suspend the Designer Account or one or more Products if:

- (a) registration lapses or is suspended;
- (b) GST registration required by the RCTI arrangement ceases;
- (c) required insurance lapses;
- (d) a material IP complaint arises;
- (e) POD reasonably suspects a serious Product defect;
- (f) the Designer materially breaches the Upload Guidelines;
- (g) fraud or security concerns arise;
- (h) the Designer fails to release CAD Files as required by clause 36.5;
- (i) suspension is reasonably necessary to protect Buyers or the Platform.

54.2 Notice

Where practicable, POD will notify the Designer of:

- (a) the reason for suspension;
- (b) information required;
- (c) steps reasonably necessary for reinstatement.

54.3 Immediate Suspension

POD may act immediately where delay would expose:

- (a) Buyers;
 - (b) POD;
 - (c) Intellectual Property Rights;
 - (d) the integrity of the Platform,
- to material risk.

55. Termination

55.1 Termination for Convenience

Either Party may terminate this Agreement by giving **30 days' written notice**.

55.2 Termination for Material Breach

A Party may terminate if the other Party:

- (a) materially breaches this Agreement;
- (b) fails to remedy a remediable breach within 14 days after written notice.

55.3 Immediate Termination

POD may terminate immediately if the Designer:

- (a) loses required professional registration;
- (b) knowingly uploads infringing material;
- (c) engages in fraud;
- (d) seriously misuses Buyer Data;
- (e) engages in conduct materially damaging to Buyer safety or Platform integrity;
- (f) becomes insolvent.

55.4 Delisting

Following termination, POD may remove the Designer's Products from future sale.

55.5 Transactions in Flight

POD may complete Buyer Transactions substantially commenced before termination during a reasonable tail period where necessary to avoid unfairness to the Buyer.

56. Existing Buyer Licences

56.1 Survival

All Buyer Licences validly granted before termination survive termination according to their terms.

56.2 Continuing POD Rights

The Distribution Licence continues after termination only to the extent reasonably necessary to:

- (a) administer existing Buyer Licences;
- (b) provide replacement downloads;
- (c) address Consumer Guarantee claims;

- (d) maintain transaction records;
- (e) facilitate existing authorised Adaptation arrangements.

56.3 No New Sales

Except for transactions in flight under clause 55.5, POD must not grant new Buyer Licences after termination has taken effect.

57. Survival

The following survive termination:

- (a) accrued payment rights;
- (b) existing Buyer Licences;
- (c) Intellectual Property ownership;
- (d) Intellectual Property warranties;
- (e) indemnities;
- (f) confidentiality;
- (g) Buyer Data obligations;
- (h) refund and Clawback obligations relating to pre-termination transactions;
- (i) dispute resolution;
- (j) the obligation to release CAD Files under clause 36.5 in respect of a Buyer Transaction completed before termination;
- (k) the obligations of a receiving designer under clause 36.6;
- (l) the Marketing Licence to the extent permitted by clause 18.5;
- (m) any provision which by its nature is intended to survive.

PART 13 – GENERAL

58. Electronic Acceptance

58.1 Click Acceptance

The Designer enters into this Agreement by electronically accepting it during registration or another Platform process designated by POD.

58.2 Electronic Signature

Electronic Acceptance is intended to constitute signature to the maximum extent permitted by Applicable Law.

59. Notices

A notice under this Agreement:

- (a) must be in writing;
- (b) may be delivered by email or through the Designer Account;
- (c) is deemed received when capable of being retrieved electronically, subject to Applicable Law.

The Designer must maintain a current email address in the Designer Account.

60. Entire Agreement and Upload Guidelines

60.1 Entire Agreement

This Agreement and its Schedules constitute the entire agreement between POD and the Designer regarding participation on the Platform.

60.2 Incorporation of Upload Guidelines

The Designer Upload Guidelines are incorporated by reference for operational matters including:

- (a) file formats;
- (b) sheet standards;
- (c) title-block requirements;
- (d) image specifications;
- (e) Product submission and review procedures.

60.3 Boundary Between Agreement and Upload Guidelines

The Upload Guidelines may regulate operational matters only.

POD must not use an amendment to the Upload Guidelines to alter:

- (a) Commission;
- (b) payment entitlements;
- (c) ownership of Intellectual Property;
- (d) licence rights;

- (e) indemnities;
- (f) substantive liability allocation;
- (g) the Interstate Selection and the obligations in clauses 36.5 and 36.6;
- (h) any other material commercial right or obligation.

A change to those matters requires amendment of this Agreement in accordance with clause 61.

61. Variation

61.1 Agreement Changes

POD may amend this Agreement by giving the Designer written notice by email specifying the amendment and the date on which it takes effect. A Designer who does not wish to be bound by the amendment may terminate this Agreement pursuant to clause 55.1.

61.2 Material Commercial Changes

A material change to:

- (a) Commission;
- (b) ownership;
- (c) licence scope;
- (d) indemnities;
- (e) payment structure,

must not operate retrospectively in relation to accrued rights unless the Designer expressly agrees.

61.3 Upload Guidelines

POD may amend the Upload Guidelines by:

- (a) issuing a new version;
- (b) specifying an effective date;
- (c) maintaining a change log;
- (d) emailing affected Designers with a summary of material changes.

Continued listing of Products after the effective date constitutes acceptance of the operational amendment, provided it falls within clause 60.3.

62. Assignment

The Designer must not assign or novate this Agreement without POD's prior written consent.

POD may assign or novate this Agreement to:

- (a) a related body corporate;
 - (b) a purchaser of substantially all of the Platform business;
 - (c) a successor following corporate restructuring,
- provided accrued Designer rights are preserved.

63. Force Majeure

Neither Party is liable for delay caused by circumstances beyond its reasonable control, including:

- (a) natural disaster;
- (b) cyberattack;
- (c) widespread telecommunications failure;
- (d) payment infrastructure outage;
- (e) governmental action;
- (f) industrial disruption;
- (g) other comparable events.

This clause does not excuse payment of amounts already accrued and payable.

64. Governing Law

This Agreement is governed by the laws of Victoria, Australia.

65. Jurisdiction

Subject to clause 66, the Parties submit to the jurisdiction of the courts of Victoria and courts hearing appeals from them.

Nothing prevents either Party from seeking urgent interlocutory relief concerning:

- (a) Intellectual Property Rights;
- (b) Confidential Information;
- (c) misuse of Buyer Data.

66. Dispute Resolution

66.1 Notice of Dispute

A Party claiming that a dispute has arisen must give written notice describing:

- (a) the dispute;
- (b) relevant facts;
- (c) the resolution sought.

66.2 Good Faith Negotiation

Senior representatives of the Parties must use reasonable endeavours to resolve the dispute within 10 Business Days.

66.3 Mediation

If the dispute is not resolved pursuant to clause 66.2, either Party may refer the dispute to mediation by giving written notice to the other Party. Once written notice is provided, both Parties must attend mediation within 30 days, to be held in Melbourne, Victoria, or by electronic means.

Unless agreed otherwise:

- (a) a mediator is to be agreed between the Parties by one party providing the other with three accredited mediators and the other Party selecting one of those three mediators.
- (b) each Party bears its own costs of the mediation and the Parties share the cost of the mediator equally.

66.4 Proceedings

A Party must not commence substantive court proceedings until either the mediation has occurred, or 30 days after a mediation notice was given pursuant to clause 66.3, except where:

- (a) urgent injunctive relief is required;
- (b) a limitation period is approaching;
- (c) Intellectual Property Rights require immediate protection;
- (d) another urgent legal remedy is reasonably necessary.

EXECUTION AND ELECTRONIC ACCEPTANCE

This Agreement is accepted by the Designer electronically in accordance with clause 58.

Plans on Demand Pty Ltd

ACN: 699 383 901

POD accepts the Designer's participation upon activation of the Designer Account.

SCHEDULE 1 – REGISTERED STATES

This Schedule deals with the Designer's Interstate Selection and the States and Territories in which the Designer holds professional registration. Those details are recorded in the Designer Account.

1. Change of Preference

The Designer may change its interstate listing preference prospectively.

Any change:

- (a) takes effect only after being recorded by POD;
- (b) does not affect Buyer Transactions already completed;
- (c) does not affect Buyer Licences already granted;
- (d) does not retrospectively alter any existing CAD release obligation arising from a completed interstate sale.

2. Registration Changes

The Designer must immediately notify POD if any registration:

- (a) lapses;
- (b) expires;
- (c) is suspended;
- (d) is cancelled;
- (e) becomes subject to a material condition.

SCHEDULE 2 – COMMISSION AND RCTI

This Schedule records the financial arrangements between POD and the Designer.

1. Commission Split

For every Buyer Transaction involving a Product containing Designer Intellectual Property:

Designer Share: 75% of the full ex-GST listed sale price.

POD Share: 25% of the full ex-GST listed sale price.

This split applies across all Product Tiers and to derivative products containing the Designer's Product, subject to the Agreement.

Maximum Prices

The maximum retail price for each Product Tier, inclusive of GST, is:

Conceptual Pack: \$399

Permit-Ready Drawings: \$1,995

Full Construction Set: \$4,995

Preview Pack: \$399

The Designer sets the retail price of each Product up to the maximum for the relevant Product Tier.

2. Worked Example

Where the retail price of a Permit-Ready Product is:

GST-inclusive list price: \$1,995.00

Ex-GST base: \$1,813.64

Designer share – 75%: \$1,360.23

GST payable on Designer supply: \$136.02

Total RCTI amount payable to Designer: \$1,496.25

The Designer is responsible for accounting for GST on its own taxable supply.

3. Payment Processing Fees

POD bears payment-processing fees from its own 25% share.

The Designer's 75% entitlement is calculated before deduction of:

(a) Stripe fees;

(b) card-processing fees;

(c) payment gateway fees;

(d) fees charged by any replacement payment provider.

4. Discounts and Promotions

POD may offer:

- (a) promotional discounts;
- (b) builder discounts;
- (c) partner discounts;
- (d) campaign discounts;
- (e) other price reductions.

Where POD funds the discount, the Designer's 75% remains calculated on the full ex-GST list price before the discount.

The reduction is borne entirely from POD's 25% share.

Order records carry the full ex-GST list price for the purposes of the Recipient Created Tax Invoice. Any builder or partner discount is recorded separately as a deduction from POD's share and does not reduce the Designer's supply.

The builder partner discount does not apply to Preview Packs.

This protection applies regardless of the type or name of the discount and is intended to operate as a standing commercial principle.

5. Derivative Products

Any Product sold by POD that contains or is materially derived from the Designer's Product attracts the 75/25 split.

This includes, without limitation:

- (a) Preview Packs;
- (b) renders sold as part of a Product;
- (c) future derivative products containing the Designer's intellectual property.

A product containing no Designer Intellectual Property belongs commercially to POD and does not attract the Designer Commission.

6. RCTI Arrangement

The Parties agree that POD may issue Recipient Created Tax Invoices where permitted by GST Law.

The Designer agrees that:

- (a) the Designer is registered for GST where required;
- (b) POD may issue RCTIs for taxable supplies made by the Designer to POD;
- (c) the Designer will not issue its own Tax Invoice for a supply for which POD issues an RCTI;

- (d) each RCTI will identify both Parties' ABNs;
- (e) the RCTI will identify the GST payable on the Designer's supply;
- (f) the Designer will notify POD if its GST registration ceases or changes.

7. Payment Timing

The Designer's share of each completed Buyer Transaction is transferred to the Designer at the time of the transaction through POD's payment provider, and does not pass through an account controlled by POD. Transfer and settlement are subject to the payment provider's processing and payout timing, and to the refund, Chargeback and Clawback provisions of the Agreement.

8. Refunds and Clawback

If a refund is later provided:

- (a) where caused by a defect in the Designer's Product, the Designer bears the refund attributable to the Product;
- (b) where caused by a POD delivery error or Platform fault, POD bears the refund;
- (c) ordinary payment fraud and Chargebacks are borne by POD where the Designer had no ability to prevent them;
- (d) recovery of a Designer-funded refund may occur by:
 - (i) reversal of the original transfer;
 - (ii) set-off against future Designer payments; or
 - (iii) repayment by the Designer as a debt where no future payments are available for set-off.

9. No Rolling Reserve

Unless later agreed in writing, POD will not maintain a holdback or rolling reserve from ordinary Designer Commission payments.

SCHEDULE 3 – INSURANCE REQUIREMENTS

1. Professional Indemnity Insurance

The Designer must maintain current Professional Indemnity Insurance throughout the Term.

Minimum cover must be:

- (a) not less than the minimum required for the Designer's professional registration in each jurisdiction in which the Designer is registered; and
- (b) in any event, not less than \$2,000,000 for any one claim.

2. Appropriate Scope of Cover

The Designer must take reasonable steps to ensure that the policy responds to the professional activities undertaken through the Platform, including:

- (a) preparation of architectural designs;
- (b) licensing of Products through an online marketplace;
- (c) professional services provided to Buyers under separate Adaptation Engagements;
- (d) interstate adaptation where applicable.

3. Evidence of Insurance

POD may require:

- (a) Certificate of Currency;
- (b) insurer name;
- (c) policy number;
- (d) coverage limit;
- (e) expiry date;
- (f) relevant policy endorsements.

4. Continuing Obligation

The Designer must notify POD immediately if insurance:

- (a) lapses;
- (b) expires;
- (c) is cancelled;
- (d) is materially reduced;
- (e) is subject to a material exclusion affecting Platform activities.

5. Suspension

POD may suspend Product listings while required insurance is not in force.

SCHEDULE 4 – DESIGNER UPLOAD GUIDELINES

1. Incorporation

The current version of the **Plans on Demand Designer Upload Guidelines** is incorporated into the Agreement by reference for operational matters.

2. Purpose

The Upload Guidelines govern operational and technical matters relating to:

- (a) Product submission;
- (b) file formats;
- (c) drawing-sheet standards;
- (d) title blocks;
- (e) render and image specifications;
- (f) file naming;
- (g) upload procedures;
- (h) Product review;
- (i) quality-control requirements;
- (j) corrections requested by POD before publication.

3. Commercial Boundary

The Upload Guidelines must not be used to amend:

- (a) Commission;
- (b) payment rights;
- (c) GST arrangements;
- (d) Intellectual Property ownership;
- (e) licence scope;
- (f) indemnities;
- (g) liability allocation;
- (h) termination rights;
- (i) any other material commercial right or obligation.

Any such amendment must be made under the variation provisions of the Agreement.

4. Version Control

Each issue of the Upload Guidelines must contain:

- (a) a version number;
- (b) an effective date;
- (c) a change log or summary of material amendments.

5. Notification of Changes

Where POD updates the Upload Guidelines, POD will:

- (a) notify affected Designers by email;
- (b) identify the new version;
- (c) state the effective date;
- (d) provide a reasonable summary of material changes.

6. Acceptance of Updated Upload Guidelines

Subject to the commercial boundary in paragraph 3, continued listing of Products after the effective date of updated Upload Guidelines constitutes acceptance of those operational amendments.

7. Copy of Upload Guidelines

A copy of the current Upload Guidelines is to be:

- (a) available through the Designer Account; or
- (b) otherwise provided electronically by POD.

