

WEBSITE TERMS OF SERVICE

Plans on Demand Pty Ltd

Effective date: 02/10/2026

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Version 1.0

These Website Terms of Service (Terms) govern access to and use of the Plans on Demand website, platform, directories and associated online services (Platform).

Please read these Terms carefully before using the Platform.

By accessing or continuing to use the Platform, creating an Account, submitting information through the Platform, or purchasing a Product through guest checkout, you agree to be bound by these Terms.

If you purchase a plan or other licensed Product, additional terms, including the applicable Plan Licence Agreement, will apply to that transaction and must be separately accepted at checkout.

PART A – GENERAL

1. About Plans on Demand

1.1 The Platform is operated by **Plans on Demand Pty Ltd ACN 699 383 901** ('POD')

1.2 POD operates an online platform through which users may, among other things:

- (a) browse architectural and building design plans;
- (b) purchase licences to use certain plans and associated Products;
- (c) access information relating to planning and building approvals;
- (d) locate designers and builders through directories made available on the Platform;
- (e) access other products, information and services made available by POD from time to time.

1.3 POD operates an electronic distribution platform. Except where expressly stated otherwise, POD is not:

- (a) the architect, building designer, engineer, building surveyor, town planner or builder responsible for a plan or project;
- (b) a building certifier or approval authority;

(c) a party to any agreement between a user and a Designer, Builder or other third-party professional; or

(d) responsible for professional services separately supplied by a Designer, Builder or other third party.

2. Definitions

In these Terms:

Account means an account established on the Platform.

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

Builder means a builder or building company whose details appear on, or which uses, the Platform.

Content includes text, information, photographs, drawings, plans, floor plans, renders, images, graphics, videos, files, data, logos and other material appearing on or submitted through the Platform.

Designer means an architect, registered building designer or other design professional whose plans, profile or Content appear on the Platform.

Directory means any designer, builder or other professional directory operated through the Platform.

Plan Licence Agreement means the separate agreement governing the purchase and permitted use of a licensed plan or Product.

Product means any digital plan, drawing package, Preview Pack or other product offered through the Platform.

User Content means Content submitted, uploaded, transmitted or otherwise provided to POD by a user.

Verified Builder means a Builder which POD has subjected to its applicable administrative verification process.

Verified Designer means a Designer whose relevant registration has been checked by POD in accordance with POD's applicable verification process.

you and **your** mean the person accessing or using the Platform and, where applicable, the entity on whose behalf that person acts.

3. Application of these Terms

3.1 These Terms apply to every person who accesses or uses the Platform, whether or not that person:

- (a) creates an Account;
- (b) purchases a Product;
- (c) makes an enquiry;
- (d) contacts a Designer or Builder;
- (e) uses the Approvals Guide or Directory; or
- (f) otherwise enters into a transaction through the Platform.

3.2 You accept these Terms by:

- (a) creating an Account;
- (b) expressly accepting them during checkout or another Platform process; or
- (c) continuing to access or use the Platform after being given reasonable notice of these Terms.

3.3 Where you use the Platform on behalf of a company, partnership, trust or other entity, you warrant that you have authority to bind that entity to these Terms.

3.4 These Terms apply in addition to any specific agreement governing a Product, service or Platform role.

3.5 If there is an inconsistency between these Terms and a separately accepted Plan Licence Agreement in relation to the purchase, licensing or use of a Product, the Plan Licence Agreement prevails to the extent of the inconsistency.

3.6 If you are a Designer or Verified Builder, your separate Designer Agreement or Verified Builder Partner Agreement also applies to activities undertaken in that capacity. To the extent of any inconsistency between these Terms and that agreement in relation to activities undertaken in that capacity, the Verified Builder or Designer Agreement prevails (whichever is applicable).

4. Changes to these Terms

4.1 POD may amend these Terms from time to time.

4.2 Each version will identify its effective date and may identify a version number.

4.3 Updated Terms will be published on the Platform.

4.4 Where an amendment materially affects registered users' rights or obligations, POD may also give reasonable notice through the Platform, by email or by another reasonable method.

4.5 Subject to applicable law, continued use of the Platform after amended Terms take effect constitutes acceptance of those amended Terms.

4.6 An amendment to these Website Terms does not retrospectively alter the terms of a Plan Licence Agreement separately accepted in relation to an earlier transaction unless permitted by that agreement or agreed by the parties.

PART B – ACCOUNTS AND ACCESS

5. Eligibility

5.1 You must be legally capable of entering into a binding agreement to create an Account or purchase a Product.

5.2 If you are under 18 years of age, you must not enter into a transaction through the Platform unless you have the involvement and consent of a parent or legal guardian where required by law.

5.3 POD may refuse, suspend or terminate access to the Platform where reasonably necessary to protect POD, other users, intellectual property owners or the security or integrity of the Platform.

6. Account types

6.1 The Platform may provide the following account roles:

(a) Buyer;

(b) Verified Designer;

- (c) Verified Builder; and
- (d) administrator.

6.2 Account permissions and features may differ according to account type.

6.3 Unless POD expressly permits otherwise, a person or entity may hold only one Account of each applicable type.

6.4 Design-and-build businesses requiring both Designer and Builder functionality must maintain separate accounts for those functions.

6.5 A Designer Account must be held by the appropriately registered Designer satisfying POD's applicable Designer requirements. Where a business operates both design and building functions, the Designer Account must be held by the registered Designer and the Builder Account by the building business.

6.6 A Builder Account must be held by the relevant building business satisfying POD's applicable Builder requirements.

6.7 Verification for one account type does not constitute verification for another account type.

7. Account information and security

7.1 You must provide accurate, current and complete information when creating or maintaining an Account.

7.2 You must promptly update information which becomes inaccurate or outdated.

7.3 You are responsible for maintaining the confidentiality and security of your Account credentials.

7.4 You must not knowingly allow another person to use your Account in a manner inconsistent with these Terms.

7.5 You must notify POD promptly if you reasonably suspect unauthorised access to or use of your Account.

7.6 POD may require reasonable identity, registration or business verification before enabling particular Platform features.

PART C – ACCEPTABLE USE

8. Permitted use

8.1 You may use the Platform for lawful personal or business purposes consistent with:

- (a) these Terms;
- (b) any applicable Plan Licence Agreement or other agreement with POD; and
- (c) applicable laws.

8.2 Access to the Platform does not grant you ownership of or an unrestricted licence to use any Content appearing on it.

9. Prohibited conduct

9.1 You must not, without POD's prior written consent:

- (a) scrape, crawl, spider, harvest or otherwise automatically collect Content or data from the Platform;
- (b) conduct automated or bulk downloads of listings, images, plans, previews, Designer information, Builder information or other Platform data;
- (c) use bots, scripts or automated tools to access or interact with the Platform other than through an interface expressly authorised by POD;
- (d) copy or compile Platform Content for the purpose of creating or assisting a competing website, marketplace, plan library, database or directory;

- (e) reproduce, republish, distribute or commercially exploit plan images, floor plans, renders, drawing previews or other protected Content except as expressly authorised;
- (f) remove, obscure, alter, circumvent or attempt to circumvent any watermark, address stamp, title block, logo, copyright notice, technological restriction or other rights-management measure;
- (g) redraw, trace, reverse engineer, reconstruct or otherwise use preview material or other Content to produce a substitute or substantially derived design;
- (h) attempt to obtain source, CAD, DWG or editable files where those files have not expressly been made available to you;
- (i) interfere with the security, operation or integrity of the Platform;
- (j) introduce malware, malicious code or other harmful material;
- (k) attempt to gain unauthorised access to another user's Account or POD's systems;
- (l) impersonate another person or misrepresent your identity, qualifications, registration, authority or relationship with another person;
- (m) use the Platform for fraudulent, misleading, deceptive, unlawful or abusive conduct;
- (n) use Content in a way which infringes copyright, moral rights, trade marks, privacy or other rights; or
- (o) assist another person to do any of those things.

9.2 POD may use technical measures to detect or prevent conduct prohibited by this clause.

10. Intellectual property enforcement

10.1 You acknowledge that plans and other design material displayed through the Platform may be valuable intellectual property owned by Designers or other rights holders.

10.2 Unauthorised reproduction or use may infringe copyright and other legal rights irrespective of whether a Product has been purchased.

10.3 POD may suspend access, preserve relevant records and provide information to an affected rights holder or competent authority where reasonably required or permitted by law in connection with suspected infringement.

PART D – INTELLECTUAL PROPERTY

11. POD intellectual property

11.1 Except for third-party Content, POD owns or licenses the intellectual property rights in the Platform and POD Content, including:

- (a) the Platform's software, functionality and interface;
- (b) the Plans on Demand name and branding;
- (c) POD's monogram, wordmark, logos and other brand assets;
- (d) Platform layout and original graphical elements;
- (e) POD-authored editorial material;
- (f) the Approvals Guide; and
- (g) POD-created databases, compilations and other original Content.

11.2 Nothing in these Terms transfers ownership of those rights to you.

11.3 POD grants you a limited, revocable, non-exclusive and non-transferable permission to access the Platform for its intended purpose, subject to these Terms.

12. Designer intellectual property

12.1 Unless expressly stated otherwise, copyright in plans, drawings, designs and associated Designer Content remains with the applicable Designer or other identified copyright owner.

12.2 POD's display or distribution of Designer Content does not represent that POD owns the copyright in that Content.

12.3 The right to construct a design is not acquired merely by viewing a plan or other Content on the Platform.

12.4 Where a Product is purchased, the rights granted to the purchaser are governed by the applicable Plan Licence Agreement or other applicable product terms.

13. User Content

13.1 You retain ownership of intellectual property rights you hold in User Content.

13.2 By submitting User Content to the Platform, you grant POD a non-exclusive, worldwide, royalty-free licence for so long as reasonably required to:

- (a) host, reproduce and display that Content;
- (b) technically process and format it;
- (c) operate and promote the relevant Platform feature; and
- (d) perform POD's obligations to you and other Platform users.

13.3 You warrant that:

- (a) you own the User Content or have authority to provide it and grant the licence in clause 13.2;
- (b) POD's authorised use of it will not infringe another person's rights; and
- (c) it is not unlawful, defamatory, misleading or deceptive.

13.4 POD may remove User Content which it reasonably considers breaches these Terms or applicable law.

PART E – PLANS, PRODUCTS AND TRANSACTIONS

14. Plan listings

14.1 Plans and associated listing material available through the Platform may be supplied by independent Designers.

14.2 POD does not independently warrant the accuracy, completeness or currency of every description, dimension, image, render, specification, indicative price or other item of Designer-supplied or Builder-supplied Content.

14.3 A plan displayed on the Platform is not, merely by being displayed, represented as suitable for every property or capable of being constructed on every site.

14.4 Site-specific suitability and the requirements applying to a particular construction project must be assessed in accordance with the applicable Plan Licence Agreement and by appropriately qualified practitioners.

15. Purchase of Products

15.1 Where you purchase a Product, the Product description and applicable terms displayed at checkout form part of the transaction.

15.2 A purchase of a licensed plan requires separate acceptance of the applicable Plan Licence Agreement.

15.3 The Plan Licence Agreement governs matters including:

- (a) the scope of the licence;
- (b) the nominated licensed property address;
- (c) permitted and prohibited uses;
- (d) construction rights;
- (e) adaptation;
- (f) intellectual property;
- (g) transfer and sublicensing restrictions; and
- (h) termination of the licence.

15.4 Nothing in these Website Terms expands a licence granted under a Plan Licence Agreement.

16. Guest checkout

16.1 POD may permit Products to be purchased without creating an Account.

16.2 A person purchasing through guest checkout remains bound by:

- (a) these Terms;
- (b) the Plan Licence Agreement or other product-specific terms accepted at checkout; and
- (c) POD's Privacy Policy.

17. Prices and GST

17.1 Unless expressly stated otherwise, prices displayed to Australian consumers are inclusive of GST where GST applies.

17.2 POD acts as the seller for the relevant Platform transaction to the extent specified in the applicable transaction documents and will issue the applicable tax invoice.

17.3 POD may change advertised prices at any time before a transaction is completed.

17.4 A price change does not retrospectively alter a completed transaction.

18. Pricing errors

18.1 POD may correct a genuine pricing, description or technical error before a transaction is completed.

18.2 If a transaction has been processed at a price which resulted from an obvious or material system or pricing error, POD may contact the purchaser to resolve the error, subject always to the ACL and other applicable law.

18.3 Nothing in this clause limits a consumer's statutory rights.

19. Payment

19.1 Payment methods made available by POD may change from time to time.

19.2 Payments may be processed by third-party payment providers.

19.3 You must not initiate a chargeback or payment reversal dishonestly or in circumstances where you know the transaction was validly authorised.

19.4 The consequences of a chargeback relating to a licensed Product may also be governed by the applicable Plan Licence Agreement.

PART F – EDITORIAL AND APPROVALS INFORMATION

20. Approvals Guide

20.1 POD may publish a state-by-state guide and other editorial information concerning planning, building approvals and related matters (**Approvals Guide**).

20.2 The Approvals Guide is provided for general informational purposes only.

20.3 It is not:

- (a) legal advice;
- (b) planning advice specific to your property;
- (c) engineering advice;
- (d) building surveying or certification advice;
- (e) a building permit or planning permit;
- (f) a determination that a development is exempt from an approval requirement;
or
- (g) a substitute for professional assessment of your particular property and proposed development.

20.4 Information may differ between States, Territories, councils and individual properties.

20.5 Planning schemes, building legislation, the National Construction Code, regulations, standards, overlays, policies and administrative practices may change.

20.6 Information which was accurate when prepared may therefore cease to be current.

20.7 Unless stated otherwise, the Approvals Guide is prepared by a registered building designer consistent with accepted building design and general industry information. It is not a Guide provided or approved by a registered building surveyor, municipal building surveyor, planning authority or council.

20.8 Before acting on the Approvals Guide in relation to a particular property, users should obtain appropriate site-specific advice from the relevant registered or qualified professional and, where appropriate, the relevant authority.

PART G – DESIGNERS

21. Designer profiles and verification

21.1 POD may display profiles for Designers.

21.2 Where POD describes a Designer as verified, this means POD has undertaken the administrative verification applicable to that category at the relevant time.

21.3 Unless expressly stated otherwise, Designer verification:

- (a) records a point-in-time check of relevant registration or information;
- (b) is not an endorsement or recommendation;
- (c) is not a guarantee of the Designer's competence, conduct or suitability for a particular project;
- (d) is not a warranty that registration or insurance will remain current indefinitely;
and
- (e) does not make POD responsible for the Designer's professional services.

21.4 Users should make their own enquiries before engaging a Designer.

22. Dealings with Designers

22.1 A Designer may separately offer professional services including site adaptation or other design services.

22.2 Unless expressly stated otherwise, those services are contracted directly between the user and the Designer.

22.3 POD is not a party to a professional engagement and does not receive any commission. Fees for adaptation or other professional services are payable directly to the Designer.

22.4 The Designer is responsible for professional services the Designer agrees to provide.

PART H – VERIFIED BUILDERS DIRECTORY

23. Directory purpose

23.1 POD may operate a public directory of Verified Builders.

23.2 The Directory is intended to assist users to identify building businesses which may operate in relevant locations or service categories.

23.3 A Directory listing is informational only.

24. Builder verification

24.1 The term **Verified Builder** means that POD has undertaken its applicable administrative verification process at a particular point in time.

24.2 Verification is not:

- (a) an endorsement or recommendation by POD;
- (b) a guarantee of workmanship or quality;
- (c) a guarantee of financial capacity or solvency;
- (d) a warranty of ongoing registration, licensing or insurance;
- (e) a guarantee of compliance with building laws;

- (f) a representation that the Builder is appropriate for a particular project; or
- (g) a guarantee that the Builder will accept, quote for or complete work.

24.3 A Builder's circumstances may change after verification.

24.4 Users should undertake their own enquiries and due diligence before entering into a building contract.

25. Builder information

25.1 Builder profiles and Directory information may be supplied by the Builder.

25.2 Subject to applicable law, POD does not warrant that Builder-supplied descriptions, service areas, years of operation, specialisations, photographs or other profile information are complete or current.

25.3 POD may correct, edit or remove Directory Content where reasonably necessary.

26. Building contracts

26.1 POD is not a party to a contract between a user and a Builder merely because:

- (a) the Builder appears in the Directory;
- (b) an enquiry was made through the Platform;
- (c) the Builder used a POD plan when quoting; or
- (d) the parties were introduced through POD.

26.2 The Builder, and not POD, is responsible for its building work, quotation, building contract, statutory obligations, warranties, insurance and performance.

26.3 Users should obtain appropriate independent advice before entering into a building contract.

27. No guarantee of enquiries or placement

27.1 POD does not guarantee any Designer or Builder:

- (a) a particular position in a Directory;
- (b) search ranking;
- (c) featured placement;
- (d) a particular number of enquiries;
- (e) sales; or
- (f) revenue.

27.2 POD may determine the organisation, ranking and presentation of Platform listings in its discretion, subject to applicable law.

PART I – THIRD-PARTY CONTENT AND SERVICES

28. Third-party Content

28.1 The Platform contains Content supplied by Designers, Builders and other third parties.

28.2 POD may review Content for Platform administration purposes but does not thereby assume responsibility for its authorship or professional accuracy.

28.3 To the extent permitted by law, POD does not warrant that third-party Content is accurate, complete, current or suitable for your particular circumstances.

29. Third-party services

29.1 The Platform may integrate with or link to services supplied by third parties, including payment, hosting, email and other technology providers.

29.2 Third-party services may be governed by separate terms and privacy policies.

29.3 POD is not responsible for the independent acts or omissions of a third-party service provider except to the extent liability cannot lawfully be excluded.

PART J – PLATFORM OPERATION

30. Availability

30.1 POD aims to maintain reasonable availability of the Platform but does not guarantee continuous, uninterrupted or error-free access.

30.2 Access may be interrupted by:

- (a) maintenance;
- (b) upgrades;
- (c) technical faults;
- (d) third-party service outages;
- (e) cybersecurity events; or
- (f) circumstances beyond POD's reasonable control.

30.3 POD does not provide an uptime guarantee unless expressly agreed in writing.

31. Platform changes

31.1 POD may from time to time:

- (a) add, modify or remove Platform features;
- (b) change the presentation or organisation of the Platform;
- (c) introduce new Products;
- (d) discontinue Products or services;
- (e) change product tiers or pricing;
- (f) suspend Platform functionality; or
- (g) remove or delist Content.

31.2 Changes will not retrospectively remove rights already acquired under a completed Plan Licence Agreement except as permitted by that agreement or applicable law.

32. Plan availability

32.1 POD does not guarantee that any particular plan will remain available for future purchase.

32.2 A Designer may cease participating in the Platform or a plan may be delisted.

32.3 Subject to the applicable Plan Licence Agreement, delisting a plan does not of itself terminate a licence validly granted before delisting.

PART K – CONSUMER RIGHTS, REFUNDS AND LIABILITY

33. Australian Consumer Law

33.1 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy under the ACL or other law which cannot lawfully be excluded, restricted or modified.

33.2 Where the ACL applies, consumers may have rights where goods or services fail to comply with applicable consumer guarantees.

33.3 Nothing in these Terms is intended to state that all sales are final or that refunds are unavailable in circumstances where the law provides otherwise.

34. Refunds

34.1 Refund rights relating to a particular purchased Product are governed by:

- (a) the ACL;
- (b) the applicable Plan Licence Agreement or product terms; and
- (c) POD's applicable refund processes.

34.2 The fact that a digital Product has been supplied or downloaded does not remove any right or remedy which cannot lawfully be excluded.

34.3 A change of mind does not of itself create a right to a refund unless POD has expressly offered such a right or applicable law requires it.

35. Exclusion of implied terms

35.1 To the maximum extent permitted by law, all conditions, warranties and representations which are not expressly set out in these Terms and which may lawfully be excluded are excluded.

35.2 This clause does not exclude any guarantee, warranty or condition which cannot lawfully be excluded.

36. Limitation of liability

36.1 Nothing in this clause applies to liability to the extent that it cannot lawfully be excluded or limited.

36.2 To the maximum extent permitted by law, POD is not liable for indirect, incidental, special or consequential loss arising from use of the Platform.

36.3 Without limiting clause 36.2, and subject to applicable law, POD is not responsible for loss arising solely from:

- (a) reliance on general editorial information as though it were site-specific professional advice;
- (b) a Builder's or Designer's independent acts or omissions;
- (c) interruption to Platform availability;
- (d) third-party services outside POD's reasonable control; or
- (e) unauthorised use of an Account resulting from a user's failure to take reasonable steps to protect their credentials.

36.4 To the extent permitted by law, where POD is entitled to limit its liability for a service supplied to a person who is not acquiring services of a kind ordinarily acquired for personal, domestic or household use or consumption, POD's liability may be limited, at POD's option, to:

- (a) supplying the services again; or
- (b) paying the cost of having the services supplied again.

36.5 Any transaction-specific liability limitation in a Plan Licence Agreement applies to that transaction according to its terms.

PART L – USER RESPONSIBILITY

37. Independent assessment

37.1 The Platform assists users to discover plans and connect with industry participants. It does not replace the professional assessment required for a particular property or building project.

37.2 Depending upon the project, professional input may include advice or services from:

- (a) a registered architect or building designer;
- (b) a building surveyor;
- (c) a town planner;
- (d) a structural engineer;
- (e) a land surveyor;
- (f) a geotechnical engineer;
- (g) an energy assessor;
- (h) a Builder; or
- (i) another appropriately qualified practitioner.

37.3 The professional input required depends upon the site, project and applicable regulatory requirements.

38. Site-specific matters

38.1 Plans displayed on the Platform are not represented as automatically suitable for a particular site.

38.2 Matters potentially requiring site-specific assessment include:

- (a) title particulars;
- (b) covenants;
- (c) easements;
- (d) planning controls and overlays;
- (e) setbacks;
- (f) soil conditions;
- (g) wind classification;
- (h) bushfire requirements;
- (i) flood constraints;
- (j) energy efficiency requirements;
- (k) the National Construction Code;
- (l) State or Territory building requirements; and
- (m) requirements of the relevant council or building surveyor.

38.3 The applicable Plan Licence Agreement addresses the adaptation pathway for a purchased plan.

PART M – PRIVACY, COMMUNICATIONS AND DATA

39. Privacy

39.1 POD handles personal information in accordance with its Privacy Policy and applicable privacy laws.

39.2 By using the Platform, you acknowledge that POD may collect, use and disclose personal information as described in its Privacy Policy.

39.3 Without limiting the Privacy Policy, information may need to be provided to Designers, Builders, payment processors and technology providers for legitimate Platform and transaction purposes.

40. Property addresses

40.1 A property address supplied in connection with a Product may constitute personal information.

40.2 Where required for a licensed Product, the address may be:

- (a) recorded as the licensed address;
- (b) incorporated into delivered documents;
- (c) disclosed to the applicable Designer; and
- (d) used to administer and enforce the applicable Plan Licence Agreement.

41. Marketing communications

41.1 POD may send marketing communications where permitted by law.

41.2 Electronic marketing communications will include an unsubscribe mechanism where required by the *Spam Act 2003 (Cth)*.

41.3 Unsubscribing from marketing does not prevent POD from sending transactional, security, legal or administrative communications reasonably necessary in connection with your Account or a transaction.

PART N – SUSPENSION AND TERMINATION

42. Suspension

42.1 POD may suspend or restrict an Account or access to particular Platform functions where POD reasonably believes:

- (a) these Terms have been materially breached;

- (b) an Account is being used fraudulently;
- (c) intellectual property rights are being infringed;
- (d) Platform security is threatened;
- (e) information supplied for verification is materially inaccurate;
- (f) suspension is reasonably required by law; or
- (g) suspension is reasonably necessary to protect users or the Platform.

42.2 Where reasonably practicable and appropriate, POD will provide notice of suspension.

43. Account termination

43.1 You may cease using the Platform at any time and may request closure of your Account subject to any outstanding transactions or legal obligations.

43.2 POD may terminate an Account for a material breach which is incapable of remedy or which is not remedied within a reasonable period after notice, where notice and an opportunity to remedy are appropriate.

43.3 POD may terminate immediately in cases involving fraud, serious intellectual property infringement, unlawful conduct, significant security risk or other serious misconduct.

44. Effect on existing transactions

44.1 Termination of an Account or these Terms does not automatically terminate a Plan Licence Agreement validly entered into before termination.

44.2 Rights granted under a Plan Licence Agreement continue according to that agreement.

44.3 Clauses which by their nature are intended to continue after termination, including provisions concerning intellectual property, liability, privacy, accrued rights and dispute resolution, survive termination.

PART O – COMPLAINTS AND DISPUTES

45. Complaints

45.1 If you have a complaint concerning the Platform or a transaction with POD, you should first contact POD using the contact details published on the Platform.

45.2 Please provide sufficient information for POD to identify:

- (a) the relevant transaction or Account;
- (b) the nature of the complaint;
- (c) any supporting material; and
- (d) the outcome sought.

45.3 POD will endeavour to review complaints within a reasonable period.

45.4 Nothing in this clause limits a consumer's right to contact a regulator, consumer affairs body, tribunal or court.

46. Disputes with Designers or Builders

46.1 Where a dispute relates solely to professional services or building work contracted directly with a Designer or Builder, that dispute is primarily between the user and that Designer or Builder.

46.2 POD may, but is not obliged to, assist with communications where it considers doing so appropriate.

46.3 POD's assistance does not make POD a party to the underlying contract or dispute.

PART P – GENERAL PROVISIONS

47. Notices

47.1 POD may give notices under these Terms:

- (a) by email to the address associated with your Account;
- (b) through your Account or Platform dashboard;
- (c) by a notice displayed on the Platform; or
- (d) by another reasonable electronic method.

47.2 You are responsible for keeping your Account contact details current.

48. Assignment

48.1 You must not assign or transfer your rights under these Terms where the assignment would materially affect POD's rights or obligations without POD's prior written consent.

48.2 POD may assign or transfer its rights and obligations in connection with a genuine sale, restructure or transfer of the Platform or business, provided this does not reduce any non-excludable consumer rights.

49. No waiver

A failure or delay by POD to exercise a right does not constitute a waiver of that right.

50. Severability

If any provision of these Terms is invalid or unenforceable, it is to be read down to the extent necessary to make it valid and enforceable. If it cannot be read down, it is severed and the remaining provisions continue in effect.

51. Entire agreement

51.1 These Terms constitute the agreement governing general use of the Platform.

51.2 They operate together with any separate agreement expressly applicable to a particular Product, transaction or Platform role, including a:

- (a) Plan Licence Agreement;
- (b) Designer Agreement; or
- (c) Verified Builder Partner Agreement.

51.3 Nothing in this clause excludes liability for representations or rights which cannot lawfully be excluded.

52. Relationship

52.1 Nothing in these Terms creates a partnership, employment, fiduciary, agency or joint venture relationship between POD and a user.

52.2 A Designer or Builder appearing on the Platform is not POD's employee, partner or agent merely because they use or are listed on the Platform.

53. No third-party rights

Except where an applicable separate agreement expressly provides otherwise, these Terms do not confer contractual enforcement rights on a person who is not a party to them.

54. Governing law

54.1 These Terms are governed by the laws of Victoria, Australia.

54.2 Subject to any statutory right to commence proceedings elsewhere, the parties submit to the jurisdiction of the courts and tribunals of Victoria and courts entitled to hear appeals from them.

55. Contact

Questions, notices or complaints concerning these Terms may be directed to:

Plans on Demand Pty Ltd

ACN: 699 383 901

Email: info@plansondemand.com.au

Website: plansondemand.com.au

SCHEDULE 1 – DOCUMENT HIERARCHY

For clarity:

General browsing and Platform use:

These Website Terms of Service apply.

Purchase of a licensed plan:

These Website Terms plus the separately accepted Plan Licence Agreement apply. The Plan Licence Agreement governs the licence and transaction-specific rights.

Designer participation:

These Website Terms plus the Designer Agreement apply. The Designer Upload Guidelines are incorporated into the Designer Agreement and apply to operational and administrative matters.

Verified Builder participation:

These Website Terms plus the Verified Builder Partner Agreement apply.

Privacy:

POD's Privacy Policy applies to the handling of personal information.

The application of one document does not exclude another where the user undertakes activities falling within more than one category.

SCHEDULE 2 – WEBSITE ACCEPTANCE

POD may implement acceptance substantially as follows:

Account creation

By creating an account, you agree to the Website Terms of Service and acknowledge the Privacy Policy.

Guest checkout

By continuing with your purchase, you agree to the Website Terms of Service. Your purchase and use of the selected plan are also subject to the Plan Licence Agreement, which you must separately accept before payment.

Website footer

Use of this website is subject to the Website Terms of Service. Please also see our Privacy Policy.