

VERIFIED BUILDER PARTNER AGREEMENT

Plans on Demand Pty Ltd

Effective date: 02/10/2026

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Version 1.0

PARTIES

Plans on Demand Pty Ltd

ACN 699 383 901

(POD)

and

Verified Builder Partner

The person, company or other legal entity identified in the Builder Account and verification record maintained by POD

(Builder).

IMPORTANT NOTICE

This Agreement is legally binding.

The Builder enters into this Agreement when the Builder electronically accepts it through the Platform or otherwise participates in the Verified Builder Partner Program following verification by POD.

The Verified Builder Handbook is an operational reference only. It does not form part of this Agreement and does not create contractual rights or obligations.

All binding terms governing the Verified Builder Partner Program are contained in this Agreement.

Version history is maintained by POD.

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PART 1 – PRELIMINARY

1. Parties and Commencement

1.1 Agreement

This Agreement is between POD and the Builder.

1.2 Commencement

This Agreement commences when:

- (a) POD verifies the Builder for participation in the Program; and
 - (b) the Builder electronically accepts this Agreement,
- whichever occurs later.

1.3 Electronic record

POD may record:

- (a) the Agreement version;
- (b) date and time of acceptance;
- (c) Builder Account;

- (d) verification record;
- (e) IP address and related electronic evidence.

2. Background

2.1 POD

POD operates an Australian electronic marketplace through which architectural plans prepared by independent Designers are marketed and licensed.

2.2 Program

POD operates the Verified Builder Partner Program to enable eligible Australian building businesses to use POD Products as part of their client acquisition, quoting and construction activities.

2.3 Commercial purpose

The Program is intended to provide verified Builders with access to:

- (a) Preview Packs;
- (b) preferential licence pricing;
- (c) a public Directory listing;
- (d) early notification of newly listed Products; and
- (e) an Indicative Pricing facility.

2.4 Designer intellectual property

Architectural Products available through the Platform contain Intellectual Property Rights belonging to independent Designers.

Nothing in this Agreement transfers ownership of those rights to the Builder.

3. Definitions

In this Agreement:

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

Applicable Law means any law, regulation, licence condition, building requirement, professional rule or legally binding obligation applicable to a Party.

Builder means the entity verified by POD and identified in the Builder Account.

Builder Account means the Builder's account on the Platform.

Builder Dashboard means the portion of the Platform through which the Builder manages Program benefits.

Builder Work means any construction, quoting, contracting, consultancy or other work undertaken by the Builder.

Business Day means a day that is not a Saturday, Sunday or public holiday in Melbourne, Victoria.

Buyer means a person who acquires, or seeks to acquire, a Licence Product through the Platform.

Consumer has the meaning given by the ACL.

Designer means the architect or building designer whose Intellectual Property Rights are contained in a Product.

Directory means the public Verified Builders Directory operated by POD.

Directory Content means the material supplied by the Builder for publication in the Directory under clause 40.

Indicative Price means a non-binding estimate submitted by the Builder in accordance with Part 6.

Intellectual Property Rights includes copyright, trade marks, designs, confidential information, moral rights and all analogous rights.

Licence Product means a Conceptual Pack, Permit-Ready Drawings or a Full Construction Set, being the three licence tiers offered by POD, acquired under a Plan Licence Agreement.

Licensed Property Address means the address nominated for a Licence Product.

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

Partner Discount means the discount made available under clause 13.

Party means POD or the Builder, and Parties means both of them.

Personal Information has the meaning given in the *Privacy Act 1988 (Cth)*.

Plan Licence Agreement means POD's agreement governing the use of a Licence Product.

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

Preview Pack means the presentation-only product described in clause 17.

Product means an architectural plan or related product made available through POD.

Program means the Verified Builder Partner Program.

Program Benefits means the benefits described in Part 3.

Term means the period from commencement under clause 1.2 until this Agreement is terminated or Verification is revoked under Part 14.

Verification means POD's administrative verification of the Builder for Program participation.

Verified Builder Partner means a Builder whose Verification is current and has not been suspended or revoked.

Verified Builder Handbook means POD's operational handbook issued to verified Builders.

4. Interpretation

Unless the context requires otherwise:

- (a) singular includes plural and vice versa;
- (b) a reference to a person includes a company and other legal entity;
- (c) legislation includes amendments and replacement legislation;
- (d) headings do not affect interpretation;
- (e) "including" does not limit the general words preceding it;
- (f) Australian dollars are intended unless otherwise stated;
- (g) a reference to writing includes electronic communications.

5. Nature of Relationship

5.1 Independent businesses

POD and the Builder operate independent businesses.

Nothing creates:

- (a) employment;
- (b) partnership;
- (c) joint venture;
- (d) fiduciary relationship;
- (e) agency,

between them.

5.2 No authority

The Builder has no authority to bind POD or any Designer.

5.3 No building contract with POD

POD is not a party to any building contract between:

- (a) the Builder and a Buyer;

- (b) the Builder and the Builder's client; or
- (c) the Builder and any other person.

PART 2 – VERIFICATION

6. Verification Process

6.1 Verification

A Builder self-registers through the Platform and supplies the information requested by POD.

POD then conducts an administrative verification process.

The Program deliberately uses the language of verification, rather than approval, accreditation or certification. Verification is a point-in-time administrative check and not an endorsement of the Builder.

6.2 POD discretion

POD may:

- (a) verify;
 - (b) decline to verify;
 - (c) request further information;
 - (d) suspend Verification;
 - (e) revoke Verification,
- in accordance with this Agreement.

6.3 No automatic entitlement

Satisfaction of the indicative eligibility criteria does not create an absolute entitlement to Verification.

7. Eligibility Criteria

The Builder must ordinarily satisfy POD's verification criteria, including:

- (a) an active ABN;
- (b) current building registration or licence in each State or Territory in which the Builder undertakes Builder Work;
- (c) current public liability insurance for an amount of not less than \$5 million;
- (d) residential building warranty insurance where required by the applicable State or Territory;

- (e) at least 12 months of trading history; and
- (f) no material outstanding disciplinary issue reasonably relevant to Program participation.

8. Continuing Eligibility

The Builder must maintain eligibility throughout the Term.

The Builder must promptly notify POD if:

- (a) any of its building registrations or licences expires, lapses, is suspended or cancelled;
- (b) a material condition is imposed upon any of its registrations or licences;
- (c) public liability insurance ceases;
- (d) required warranty insurance ceases;
- (e) its ABN is cancelled;
- (f) a regulator commences material disciplinary action;
- (g) the Builder becomes insolvent.

The Handbook similarly requires verified Builders to keep POD informed where insurance, registration or other eligibility circumstances change.

9. Verification is Not Endorsement

Verification means only that POD completed its administrative checks at the relevant time.

Verification does not constitute:

- (a) endorsement;
- (b) recommendation;
- (c) accreditation;
- (d) certification;
- (e) a warranty of workmanship;
- (f) a warranty of solvency;
- (g) a continuing warranty that registration or insurance remains current.

10. Builder Account

The Builder must:

- (a) maintain accurate account information;
- (b) protect login credentials;

- (c) restrict account access to authorised personnel;
- (d) promptly notify POD of unauthorised access;
- (e) keep licence, insurance and contact information current.

PART 3 – PROGRAM BENEFITS

11. Program Benefits

While Verification remains current, POD may provide:

- (a) Preview Pack library access;
- (b) the Partner Discount;
- (c) a Directory listing;
- (d) first-look emails for newly listed Products;
- (e) access to the Indicative Pricing facility.

The benefits are discretionary Program features rather than permanent entitlements.

12. Preview Pack Access

A Verified Builder Partner may purchase available Preview Packs at the price displayed by POD.

13. Partner Discount

13.1 Discount

While Verification remains current, the Builder is ordinarily entitled to a 10% Partner Discount on:

- (a) Conceptual Packs;
- (b) Permit-Ready Drawings;
- (c) Full Construction Sets.

13.2 Exclusion

The Partner Discount does **not** apply to Preview Packs.

13.3 Automatic application

The discount may be automatically applied when the Builder is logged into a verified Builder Account.

13.4 Variable benefit

POD may vary or withdraw the Partner Discount on reasonable notice.

14. Verified Builders Directory

The Builder may receive a public Directory listing while Verification remains current.

The listing may contain:

- (a) business name;
- (b) business logo;
- (c) years operating;
- (d) service areas;
- (e) States covered;
- (f) contact information;
- (g) other profile material accepted by POD.

The Directory listing may show only those States and Territories in which POD has verified a current building registration or licence held by the Builder.

15. First-Look Notifications

POD may send the Builder electronic notice when new Products become available.

No guarantee is made concerning:

- (a) frequency;
- (b) timing;
- (c) volume;
- (d) availability of any particular Product.

16. Indicative Pricing

The Builder may use the Builder Dashboard to attach an Indicative Price to Products available to the Builder, subject to Part 6.

PART 4 – PREVIEW PACKS

17. Nature of Preview Pack

17.1 Presentation product only

A Preview Pack is a deliberately non-buildable presentation product designed for use by a Builder when discussing or quoting a potential project with a prospective client.

17.2 Typical format

A Preview Pack may comprise:

- (a) approximately two A4 presentation pages;
- (b) a hero render and supporting visual material;
- (c) a floor plan without dimensions;
- (d) key design statistics;
- (e) prominent wording including:

PREVIEW ONLY – NOT FOR CONSTRUCTION.

18. Limited Licence

POD grants the Builder a limited, non-exclusive, non-transferable and non-sublicensable licence to use a purchased Preview Pack solely in accordance with this Part.

19. Permitted Use

The Builder may:

- (a) display the Preview Pack to a prospective client;
- (b) use it during preliminary quoting discussions;
- (c) explain the design concept;
- (d) discuss whether the client may wish to purchase a full Licence Product.

20. Prohibited Use

The Builder must not:

- (a) use a Preview Pack for planning approval;
- (b) use it for a building permit;
- (c) use it to construct any building;
- (d) redraw or trace the design;

- (e) reverse engineer it;
- (f) extract plans or architectural information for construction;
- (g) distribute the electronic file to a client;
- (h) provide the electronic file to a third party;
- (i) upload it to a website, shared drive or public platform;
- (j) remove or obscure any watermark;
- (k) remove POD branding;
- (l) represent that the Builder owns copyright;
- (m) use it as the basis of a competing plan.

21. Prospective Client Presentations

The Builder may present the Preview Pack:

- (a) electronically on the Builder's own device;
- (b) in printed presentation format;
- (c) during a client meeting.

The Builder must retain control of the Preview Pack and must not give the underlying digital file to the prospective client.

22. No Construction Rights

A Preview Pack:

- (a) is not a Plan Licence;
- (b) does not confer a right to construct;
- (c) is not site-specific;
- (d) does not authorise repeat use;
- (e) does not authorise planning or building submissions.

Payment of the Preview Pack price does not acquire any construction right.

23. Conversion to Full Licence

If a prospective client wishes to proceed with the design:

- (a) the Builder or client must purchase the appropriate Licence Product;
- (b) the Licensed Property Address must be nominated;

(c) the Plan Licence Agreement must be accepted;

(d) the then-current licence price applies.

There is no automatic credit or conversion of the Preview Pack price unless POD expressly offers one.

24. Intellectual Property

All Intellectual Property Rights in the underlying design remain with the Designer.

POD's creation and distribution of a Preview Pack does not transfer ownership to the Builder.

PART 5 – FULL PLAN LICENCES

25. Purchase of Full Licence

A Verified Builder Partner may purchase a Licence Product through the Platform.

The applicable Plan Licence Agreement governs use of that Product.

26. Purchase on Behalf of Client

The Builder may purchase a full Licence Product:

(a) in the Builder's own name; or

(b) in the client's name,

as appropriate to the arrangement between the Builder and client.

Where the Builder purchases a Licence Product in the client's name, the Builder warrants that it has authority to bind that client to the Plan Licence Agreement.

27. Licensed Property Address

Every full Licence Product must be tied to one nominated Licensed Property Address.

28. One Licence Per Build

A separate Licence Product must be purchased for each construction project.

The Builder must not use a single Licence Product:

(a) for multiple clients;

(b) for multiple properties;

(c) for repeat construction.

The Handbook likewise identifies “one licence per build” as a core partner responsibility.

29. Plan Licence Agreement

Use of every full Licence Product is subject to the then-applicable Plan Licence Agreement.

If there is any inconsistency concerning use of the licensed architectural plans, the Plan Licence Agreement prevails.

30. Client Withdrawal

If the Builder purchases a full licence for a client and the client later decides not to proceed:

- (a) no refund arises merely because the client withdraws;
- (b) the licence remains associated with the nominated Licensed Property Address;
- (c) the licence may remain unused.

31. Interstate Restrictions

The Builder’s access to Products follows the Interstate Selection made by the relevant Designer.

Where the Designer has selected **Registered states only**, the Platform will prevent the Builder from completing a purchase where the Licensed Property Address is outside the Designer’s nominated jurisdictions.

Where the Designer has selected **National**, interstate purchases may proceed subject to the Designer Agreement and applicable adaptation arrangements.

PART 6 – INDICATIVE PRICING

32. Submission of Indicative Price

The Builder may submit an Indicative Price through the Builder Dashboard for a Product available to the Builder.

The Builder may include a brief note describing the assumptions upon which the figure is based.

33. Status of Indicative Price

An Indicative Price is:

- (a) indicative only;
- (b) non-binding;

- (c) not a quotation;
- (d) not an offer;
- (e) not capable of acceptance;
- (f) not a contractual promise that the Builder will undertake the work;
- (g) not a promise that the Builder will build at that amount.

34. Exclusions

Unless expressly stated otherwise, an Indicative Price represents only a rough cost to construct the Product substantially as drawn.

It excludes:

- (a) siteworks;
- (b) demolition;
- (c) excavation;
- (d) abnormal foundations;
- (e) rock removal;
- (f) retaining walls;
- (g) services;
- (h) site access costs;
- (i) planning conditions;
- (j) statutory fees;
- (k) site-specific design changes;
- (l) engineering variations;
- (m) other project-specific costs.

35. Currency and Maintenance

The Builder must:

- (a) take reasonable care when entering an Indicative Price;
- (b) keep the figure reasonably current;
- (c) update or remove the figure if the Builder knows it has become materially misleading.

36. Disclosure to Designer

The Builder consents to POD disclosing the Indicative Price to the relevant Designer together with:

- (a) the Builder's business name;
- (b) the date entered;
- (c) assumptions recorded by the Builder.

The Indicative Price will not be displayed to Buyers, to other Builders or publicly on the Platform.

37. Confidentiality

The Indicative Price is confidential information supplied for the relevant Designer's reference.

The Builder acknowledges that POD will contractually require the Designer not to:

- (a) republish it;
- (b) use it in public advertising;
- (c) present it to a Buyer as a Builder quotation;
- (d) disclose it to another Builder.

The Designer may discuss the Indicative Price with a Buyer only after confirming the figure with the Builder.

38. No Reliance or Adoption by POD

POD:

- (a) acts only as a conduit;
- (b) does not verify the Indicative Price;
- (c) does not adopt it;
- (d) does not endorse it;
- (e) does not represent that it is accurate.

Subject to Applicable Law, POD is not liable merely because another person relies upon an Indicative Price contrary to the limitations disclosed under this Agreement.

PART 7 – DIRECTORY LISTING

39. Directory Participation

While Verification remains current, POD may list the Builder in the Directory.

40. Directory Content

The Builder may supply:

- (a) business name;
- (b) logo;
- (c) description;
- (d) service areas;
- (e) contact information;
- (f) experience;
- (g) areas of specialisation;
- (h) other content permitted by POD.

41. Accuracy

The Builder warrants that Directory Content:

- (a) is accurate;
- (b) is current;
- (c) is not misleading or deceptive;
- (d) does not infringe third-party rights;
- (e) complies with Applicable Law.

42. POD Editorial Rights

POD may:

- (a) correct formatting;
- (b) edit grammar;
- (c) crop or resize imagery;
- (d) remove misleading claims;
- (e) remove inappropriate content;
- (f) suspend a listing pending investigation.

43. No Ranking or Lead Guarantee

POD does not guarantee:

- (a) search ranking;

- (b) placement;
- (c) prominence;
- (d) lead volume;
- (e) enquiry volume;
- (f) sales.

44. No Endorsement

Directory inclusion does not mean POD:

- (a) recommends the Builder;
- (b) guarantees the Builder's work;
- (c) warrants the Builder's financial position;
- (d) warrants continuing registration;
- (e) has assessed workmanship.

45. Builder Responsibility

The Builder remains solely responsible for:

- (a) Builder Work;
- (b) quotations;
- (c) contracts;
- (d) representations;
- (e) employees and subcontractors;
- (f) statutory compliance;
- (g) workmanship;
- (h) warranties;
- (i) insurance.

PART 8 – BRAND AND MARKETING

46. Verified Builder Partner Designation

While Verification remains current, POD grants the Builder a limited permission to describe itself as a:

Verified Builder Partner of Plans on Demand

or another designation approved by POD.

47. POD Brand

No ownership of POD's:

- (a) name;
 - (b) monogram;
 - (c) wordmark;
 - (d) logos;
 - (e) trade marks;
 - (f) other brand assets,
- passes to the Builder.

48. Restrictions

The Builder must not:

- (a) use POD branding beyond the permission expressly granted;
- (b) alter POD logos;
- (c) register a confusingly similar brand;
- (d) represent itself as POD;
- (e) state that POD endorses the quality of the Builder's work.

49. Cessation of Use

All rights to use the Verified Builder Partner designation and POD branding cease immediately when Verification is revoked or this Agreement terminates.

PART 9 – ANTI-CIRCUMVENTION

50. Platform-Originated Products

Where the Builder becomes aware of a Product or Designer through POD, the licence transaction for that Product must be completed through POD.

51. Direct Procurement Prohibited

The Builder must not procure the relevant Product directly from the Designer for the purpose of avoiding:

- (a) POD's Platform transaction;
- (b) the Plan Licence Agreement;
- (c) the applicable licence fee.

52. Permitted Direct Relationships

This Part does not prevent:

- (a) an independent pre-existing Builder–Designer relationship;
- (b) professional services unrelated to a Platform-originated licence;
- (c) direct engagement for adaptation services.

53. Adaptation Services

A Buyer or Builder may engage a Designer directly for site adaptation or other professional services.

POD is not a party to such engagement unless expressly agreed.

54. Pre-existing Relationships

The anti-circumvention restriction does not apply to a genuinely pre-existing relationship except to the extent that the specific Product licence was introduced and transacted through POD.

PART 10 – DATA AND PRIVACY

55. Directory Enquiries

POD may provide the Builder with Personal Information submitted by a Buyer through a Directory enquiry.

56. Permitted Use of Personal Information

The Builder may use that information solely to:

- (a) respond to the enquiry;
- (b) communicate regarding the proposed project;

(c) provide services requested by the person.

57. Unrelated Marketing Prohibited

The Builder must not use Directory enquiry information for unrelated:

- (a) mailing lists;
 - (b) mass marketing;
 - (c) promotional campaigns;
 - (d) sale or disclosure to third parties,
- without appropriate consent.

58. Privacy and Security

The Builder must:

- (a) comply with applicable privacy law;
- (b) protect Personal Information from unauthorised access;
- (c) restrict access to persons who reasonably require it;
- (d) dispose of information securely when no longer required.

59. Data Incidents

The Builder must promptly notify POD of any material loss, unauthorised access or disclosure affecting Personal Information supplied through POD.

PART 11 – FEES AND PAYMENT

60. Program Fee

No recurring Program participation fee is charged at the commencement of this Agreement.

61. Future Program Fees

POD may introduce a Program fee in the future by giving reasonable prior notice.

A newly introduced recurring fee must not be charged retrospectively.

The Builder may terminate participation before the fee takes effect.

62. Preview Pack Price

The price of each Preview Pack is the amount displayed on the Platform at purchase.

63. Partner Discounts

The Partner Discount applies subject to Part 3 and the conditions displayed by POD.

64. GST

Unless stated otherwise:

- (a) displayed prices are GST-inclusive;
- (b) POD will issue applicable tax invoices;
- (c) GST is dealt with in accordance with GST law.

65. Payment Processing

The Builder must pay through the payment methods offered by POD.

POD may use third-party payment providers.

PART 12 – WARRANTIES AND RESPONSIBILITIES

66. Builder Warranties

The Builder warrants that:

- (a) information supplied to POD is accurate;
- (b) the Builder has authority to enter this Agreement;
- (c) the Builder will comply with this Agreement;
- (d) Directory Content is accurate;
- (e) the Builder will not misuse Products or Preview Packs.

67. Registration and Licensing

The Builder warrants that it holds all licences and registrations legally required for Builder Work undertaken by it.

68. Insurance

The Builder must maintain:

- (a) current public liability insurance;

- (b) residential building warranty or equivalent insurance where required;
- (c) any other compulsory insurance applicable to Builder Work.

The Builder must promptly notify POD if required cover ceases.

69. Builder Work

POD:

- (a) does not supervise Builder Work;
- (b) does not certify Builder Work;
- (c) does not control the Builder's employees or subcontractors;
- (d) is not responsible for construction performed by the Builder.

70. Compliance with Law

The Builder is responsible for complying with laws applicable to its own Builder Work.

71. Consumer Representations

The Builder must not make misleading representations to clients concerning:

- (a) POD;
- (b) a Designer;
- (c) a Product;
- (d) an Indicative Price;
- (e) the status of a Preview Pack;
- (f) the Builder's relationship with POD.

PART 13 – LIABILITY AND INDEMNITY

72. POD Role

POD operates the Platform and Program.

POD does not become the Builder, head contractor, architect or supervisor of any Builder Work.

73. No Responsibility for Builder Work

Subject to Applicable Law, POD is not liable for:

- (a) defective construction;
- (b) delays;
- (c) contractual disputes between Builder and client;
- (d) subcontractor conduct;
- (e) Builder insolvency;
- (f) licence breaches by the Builder.

74. Limitation of Liability

To the maximum extent permitted by law, POD's aggregate contractual liability to the Builder arising from the Program is limited to the greater of:

- (a) fees paid by the Builder to POD under this Agreement during the preceding 12 months; and
- (b) \$1,000,

except where liability cannot lawfully be limited.

75. Consequential Loss

To the maximum extent permitted by law, POD is not liable to the Builder for:

- (a) lost profits;
- (b) lost opportunity;
- (c) loss of goodwill;
- (d) loss of anticipated business;
- (e) indirect or consequential loss.

This does not exclude liability that cannot lawfully be excluded.

76. Builder Indemnity

The Builder indemnifies POD against Loss arising from:

- (a) Builder Work;
- (b) breach of this Agreement;
- (c) misleading Directory Content;
- (d) infringement arising from content supplied by the Builder;
- (e) unauthorised use of a Preview Pack or Product;

- (f) unlawful use of Personal Information;
 - (g) claims by the Builder's clients arising from the Builder's conduct,
- except to the extent caused or contributed to by POD's negligence, breach or unlawful conduct.

77. Australian Consumer Law

Nothing in this Agreement excludes, restricts or modifies a Consumer Guarantee or other statutory right that cannot lawfully be excluded.

PART 14 – SUSPENSION AND TERMINATION

78. Suspension

POD may suspend Program Benefits where:

- (a) eligibility ceases;
- (b) insurance lapses;
- (c) registration lapses or is suspended;
- (d) POD reasonably suspects Product misuse;
- (e) a serious complaint is being investigated;
- (f) the Builder materially breaches this Agreement.

79. Revocation of Verification

POD may revoke Verification where the Builder:

- (a) ceases to satisfy eligibility requirements;
- (b) misuses Preview Packs;
- (c) repeatedly infringes Product licences;
- (d) misuses Buyer Personal Information;
- (e) engages in fraudulent or misleading conduct;
- (f) engages in conduct reasonably likely to cause material harm to Buyers, Designers or the Platform;
- (g) fails to remedy a material breach after reasonable notice where the breach is capable of remedy.

80. Termination by Builder

The Builder may terminate participation by giving written notice to POD.

81. Consequences

Upon termination or revocation:

- (a) future Program Benefits cease;
- (b) Directory access ceases;
- (c) future Partner Discounts cease;
- (d) access to the Preview Pack library may be removed;
- (e) the Builder must cease using POD branding.

82. Existing Preview Packs

A Preview Pack lawfully purchased before termination may continue to be retained and used solely for the limited presentation purpose authorised when purchased.

Termination does not convert it into a construction licence.

83. Existing Plan Licences

Full Plan Licences validly granted before termination survive according to their terms.

84. Removal from Directory

POD may remove the Builder from the Directory when Verification ceases.

85. Survival

The following survive termination:

- (a) Intellectual Property restrictions;
- (b) confidentiality;
- (c) privacy obligations;
- (d) existing Plan Licences;
- (e) limitations applicable to Preview Packs;
- (f) accrued payment rights;
- (g) indemnities;
- (h) dispute resolution.

PART 15 – GENERAL

86. Electronic Acceptance

The Builder may accept this Agreement electronically.

POD may retain the version, timestamp and electronic acceptance record.

87. Notices

Notices may be given electronically to the email address or Builder Account maintained on the Platform.

88. Entire Agreement

This Agreement and its Schedules contain the entire agreement concerning the Program.

89. Verified Builder Handbook

89.1 Non-contractual status

The Verified Builder Handbook is:

- (a) an operational reference;
- (b) provided after Verification;
- (c) not incorporated into this Agreement;
- (d) not contractually binding.

89.2 Agreement prevails

If there is any inconsistency between the Handbook and this Agreement, this Agreement prevails.

89.3 Operational updates

POD may update the Handbook without varying this Agreement.

90. Variation

POD may amend this Agreement prospectively on reasonable notice.

A material change to fees or core Program rights must not operate retrospectively.

91. Assignment

The Builder must not assign this Agreement without POD's prior written consent.

POD may assign the Agreement as part of a bona fide sale, restructure or transfer of the Platform business provided accrued Builder rights are preserved.

92. Severability

An invalid provision is read down or severed to the minimum extent required while the remainder of the Agreement continues.

93. Waiver

Failure to exercise a right does not constitute waiver.

94. Force Majeure

Neither Party is liable for delay caused by events beyond reasonable control, except in respect of accrued payment obligations.

95. Governing Law

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

96. Jurisdiction

The Parties submit to the courts of Victoria and courts competent to hear appeals from those courts.

97. Dispute Resolution

97.1 Notice

A Party claiming a dispute must give written notice setting out:

- (a) the nature of the dispute;
- (b) relevant facts;
- (c) the outcome sought.

97.2 Negotiation

The Parties must use reasonable endeavours to resolve the dispute in good faith.

97.3 Mediation

If unresolved within 20 Business Days, either Party may refer the dispute to mediation in Melbourne, Victoria or by electronic means.

97.4 Urgent proceedings

Nothing prevents proceedings for:

- (a) urgent injunctive relief;
- (b) protection of Intellectual Property Rights;
- (c) misuse of Personal Information;
- (d) preservation of limitation rights.