

Schedule 1

PULSE

Welcome to the Pulse platform.

1 Pulse Terms

- 1.1 Ray White operates the Pulse platform (which includes the mobile application) and in these Pulse Terms, 'us', 'we' and 'our' mean Ray White. By downloading, installing, accessing, copying or using the Pulse platform or related services, you agree to the [One System Terms](#) and these terms and conditions (including our [Privacy Policy](#)) (**Pulse Terms**).
- 1.2 Unless otherwise defined, capitalised terms used in these Pulse Terms shall have the meaning ascribed to them in the One System Terms.

2 Authorised Use and Registration

- 2.1 You must be an authorised user to access the Pulse Platform as outlined in the One System Terms.

3 Accuracy and completeness of the Pulse platform

- 3.1 The information on the Pulse platform and its features are intended to provide a reasonable summary of the subject matter covered. To the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on the Pulse platform. For more information about the data presented on the Pulse platform, please see our [Frequently Asked Questions page](#).

4 Intellectual property rights

- 4.1 Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in the Pulse platform and in all the material (including all text, graphics, logos, audio and software) made available on the Pulse platform (**Content**).
- 4.2 Your use of the Pulse platform and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to the Pulse Platform or the Content. However, we do grant you a licence to access the Pulse Platform and view the Content on the terms and conditions set out in these terms and, where applicable, as expressly authorised by us and/or our third party licensors.
- 4.3 All other use, copying or reproduction of the Pulse Platform, the Content or any part of it is prohibited, except to the extent permitted by law. Any reproduction or redistribution of the Pulse Platform or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server or location.

5 Acceptable use

- 5.1 The Pulse Platform is made available to authorised users solely for the purpose of surfacing property data and market insights (including but not limited to the number of active listings, scheduled auctions, auction clearance data), in surrounding areas around your Ray White office (**the Purpose**). You acknowledge and agree to not use the Pulse Platform, or any Content, for any reason other than the Purpose.
- 5.2 You must not do any act that would constitute a breach of either the privacy, (including uploading private or personal information without an individual's consent) or any other legal

rights, of individuals, including failing to notify Ray White immediately if a person informs you that they want to opt-out of being contacted by a member of Ray White.