

### COMPANY DETAILS

Company Name \_\_\_\_\_

Phone \_\_\_\_\_

Website \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### AUTHORISED CONTACT

Contact Name \_\_\_\_\_

Position \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

### MEMBERSHIP TYPE

- BASIC**  
\$2,400 per year
- STANDARD**  
\$3,600 per year
- PREMIUM**  
\$4,800 per year

### MEMBERSHIP DETAILS

Membership has a minimum contract length of 12 months. Please read terms and conditions at back of form for more information. Access to Archify will be available once the initial induction is complete. Membership will officially commence from the date payment is received. All pricing is in AUD and is exclusive of GST.

I AGREE TO THE TERMS AND CONDITIONS AS STATED IN THIS DOCUMENT

MEMBERSHIP	BASIC	STANDARD	PREMIUM
Brand Page	✓	✓	✓
Unlimited Brand Updates	✓	✓	✓
Contact Details	✓	✓	✓
Message	✓	✓	✓
Unlimited Support	Limited	✓	✓
Unlimited Product Pages	✓	✓	✓
Unlimited Project Pages	✓	✓	✓
Unlimited Inquiries	✓	✓	✓
Unlimited Certification	✓	✓	✓
Unlimited Distributor Listings		✓	✓
Unlimited Tagging to Projects		✓	✓
Analytics Dashboard		✓	✓
Social Media Ads*		✓	✓
No Competitor Products			✓
Sponsored Blog Article *			✓
Featured Brands & Products *			✓
Free CPD Assessment			✓

\*Terms and Conditions apply

## PAYMENT TERMS

Payment to be made after the 14 days Membership Agreement is signed.

## PAYMENT OPTIONS

<input type="checkbox"/> <b>UPFRONT PAYMENT</b>	<input type="checkbox"/> <b>MONTHLY PAYMENT</b>
<p>Upfront Payment Terms &amp; Conditions Payment can be made by EFT or Credit Card</p>	<p>Monthly Payment Terms &amp; Conditions Monthly payment option only available by direct debit Please provide signed direct debit request form</p>

## UPFRONT PAYMENT DETAILS

I am paying by Bank Transfer to BCI Australia Pty Ltd. BSB: 032102 ACN: 282455

Please charge my credit card for the amount of: AUD \$ \_\_\_\_\_

Credit card (Diners Club not accepted):      VISA                      MASTERCARD                      AMEX

Name on card: \_\_\_\_\_

Card no.: \_\_\_\_\_ Exp: \_\_\_\_\_ CVC: \_\_\_\_\_

Signature: \_\_\_\_\_

## MEMBERSHIP AGREEMENT

I agree to subscribe to Archify and have read, understand and agree to be bound by the terms and conditions of my subscription to BCI Australia's services as attached to this order form. I understand that this service commences on the start date of subscription period shown above, but access to this service will only be granted by BCI Australia upon its receipt of payment for this service.

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Date \_\_\_\_\_

## SUBSCRIBER TERMS AND CONDITIONS

Archify is a service offered to the architecture, engineering and construction community in Australia by BCI Australia Pty Ltd (referred hereafter as 'we', 'us' or 'our'). Archify provides a mobile application and web-based platform for design collaboration, information and inspiration. The subscription services offered in this agreement include (1) visible placement of the products of the Subscriber (referred to hereafter as 'you' or 'your') on the platform; (2) selective interaction with other users on the platform; (3) access to analytics data regarding your placed products on the platform (together referred to hereafter as 'Services'). The specification of the Services (subscription package level, etc.) you have ordered are set out on page 1 of this Agreement.

You agree to subscribe to the Company's services as detailed below. The Subscriber has read, understands and agrees to be bound by these Subscription Terms & Conditions (this Agreement) which govern the Subscriber's subscription to the Company's services as detailed below. The Subscriber's subscription to the Company's services as detailed below will start on the Subscription Start Date (as set out below). Your subscription will continue for the period specified on the order form (which becomes an invoice once signed by you) to which this Agreement is attached (order form), which may be one year or multiple years, unless earlier terminated in accordance with this Agreement (Subscription Period).

### Services purchased by Subscriber

As set out in the Archify Order Form

### Subscription Start Date

Within one working day of the first Subscription Fees payment to the Company in accordance with the order form, or as otherwise set out in the Order form.

### Subscription Fees

As set out in the Order form. Note that Subscription Fees may be payable on an annual or monthly basis (including via direct debit) in accordance with the Order form.

## SUBSCRIBER TERMS AND CONDITIONS

### Background

BCI Select-Cards, BCI Data-Files, BCI API, BCI Integration, BCI Mobile, BCI Application, BCI OnDemand Service, BCI LeadManager Service, BCI LeadFeeder, BCI TenderManager, BCI TenderFeeder, BCI ConstructionManager, BCI Academy, BCI Economics, BCI Plan Room Service and Archify are products and services which are owned and operated by the Company (such products and services being the BCI Products and those BCI Products to which you have subscribed (as set out in the Order form being the Services).

Through the BCI Products, we provide construction project leads, i.e. information on upcoming construction projects as: (1) online information and CRM systems; (2) print products; (3) e-mailed project leads; (4) web services access via system integration; (5) mobile applications; (6) project management tools; (7) tender management tools; (8) construction specific training courses; (9) data files and (10) online product platform. The specification of the Services (product profile, regions, categories, major projects, dates, prices etc.) ordered by the Subscriber are as set out in the Order form.

### 1. Agreement

This Agreement sets out your legal rights and obligations with regards to your subscription to, and your use of, the Services. Use of the Services is subject to your acceptance without modification of the terms and conditions contained in this Agreement. By accessing and using the Services, you agree that you have read, understood and agree to be bound by the terms and conditions of this Agreement and to comply with all applicable laws, rules and regulations, including in relation to privacy.

### 2. Your Subscription and Our Obligations

- 2.1 The Subscriber represents and warrants that all information about it provided to the Company is true, accurate and complete, and undertakes to notify us of any change in the Subscriber's information.
- 2.2 Upon receipt of payment of the Subscription Fees, we will deliver the Services as described on the Subscription Details page of this Agreement.
- 2.3 Online subscribers will be sent an email containing their login details and confidential password (User Details), such User Details (required to access and use the Services) to be used as directed by us. You must not use or attempt to use your User Details to access our systems or databases other than in accordance with any relevant documentation we provide to you.
- 2.4 You acknowledge that we may collect and disclose certain information to you as part of the Services (Services Information). You acknowledge that we collect Services Information from publicly available sources such as company websites, newspapers, government publications, documents submitted to councils, state or federal departments for planning or construction approval or rezoning, ASIC searches, ABN searches, online directories, official licensing and registration databases, which may also be supplemented by direct inquiries, and that we may not seek permission to collect this information. We also provide services information entered by our users.
- 2.5 You agree that if, in the course of your use of Services Information, you become aware of any issue relating to Services Information that may indicate that an individual objects to the inclusion of their Personal Information (as defined in the Privacy Act 1988 (Cth)) as part of the Services Information, you must notify us as soon as reasonably practicable.

### 3. Your Obligations, Security and Subscriber Conduct

- 3.1 You must not use any mechanism, device, software, script or routine to affect the proper functioning of the Services or our WebSite, including:
  - (a) without limiting clause 3.3, taking any action that places an unreasonable burden or excessive load on our system(s);

- (b) infecting the Services and/or the Web Site with any computer programming routine (e.g. any virus, worm, timebomb, cancelbot or trojan horse) that may damage, interfere with, delay, intercept or expropriate any system, data or personal information; or
- (c) acting in any way that degrades the operational performance of the Services and/or the Web Site.
- 3.2 You must take all necessary precautions to keep your User Details and account confidential at all times. You are responsible for all uses of your User Details and account whether or not actually or expressly authorised by you. If you believe that your account and/or User Details have been misused or compromised in any manner, you must notify us immediately.
- 3.3 You must comply with our policy in relation to fair usage and terms of use of the BCI Products as provided to you from time to time during the period of your subscription (**Fair Usage Policy and Archify Terms of Use**). You acknowledge that any failure by you to comply with the Fair Usage Policy and/or Archify terms of use may result in the Company suspending or terminating your access to the Services.
- 4. Proprietary Rights**
- 4.1 You acknowledge that content, including data, text, software, music, sound, photographs, video, graphics or other material contained in any form, including advertisements or commercially produced information presented to you through the Services by us, or our advertisers or other content providers, (**Services Content**) may be protected by copyright, trademarks, service marks, trade secrets, patents, database rights, moral rights, publicity rights, confidentiality or other intellectual property rights, proprietary rights and laws. You acknowledge that you may use the Services for your own information needs only. You may not further copy, modify, edit, reproduce, create derivative works or materials, republish, upload, post, transmit, or distribute in any way the Services Content for any party not directly associated with you or your company. Systematic retrieval of Services Content to create or compile, directly or indirectly, a collection, compilation, database or directory is prohibited.
- 4.2 If we elect to add branding or watermarks to any data streams provided through the Services, you must not remove, alter, or modify such branding or watermarks.
- 5. Rights attached to Tender Documents**
- 5.1 You acknowledge that all tender documents, extracts from tender documents and other information including drawings provided to you in connection with this Agreement or your use of the Services (referred to hereafter as **Tender Documents**) are protected by copyright. You are not permitted to reproduce Tender Documents other than for the purpose of the submission of a quotation, tender or proposal in accordance with those documents.
- 5.2 You indemnify and agree to keep indemnified the Company and/or its representatives from and against any claim, loss or damage that may be made or suffered to or by the Company and or its representatives arising out of any claim by any person or corporation for breach of any alleged copyright with respect to any Tender Documents supplied to you by the Company and/or its representatives or accessed through your use of the Services.
- 6. Warranties**
- 6.1 We warrant and represent that:
- (a) we have the requisite power and authority to enter into this Agreement and to carry out the obligations contemplated by this Agreement;
- (b) we have all rights, title, licences, authorisations, consents and other approvals necessary to supply the Services in accordance with the terms of this Agreement;
- (c) we will provide the Services with all due care and skill, and the Services will perform substantially in accordance with all documentation relating to the Services as provided to you by us; and
- (d) that the provision of materials by us to you in the course of delivering the Services do not infringe the rights of any third party.
- 6.2 Except as set out in clause 6.1, and subject to clause 6.5, you understand and agree that all the Services are provided on an as is and as available basis. We assume no responsibility for the timeliness, deletion, mis-delivery or of failure to store any of your communications or settings. While we shall always endeavour to provide the Services at the highest quality level, you understand and agree that:
- (a) the use of the Services is solely at your risk;
- (b) any material purchased and/or data downloaded or otherwise obtained through the use of the Services is at your own discretion and risk; and
- (c) you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.
- 6.3 Except as set out in clause 6.1, and subject to clause 6.5, we, our subsidiaries, associates, related corporations, business partners, affiliates and employees:
- (a) make no representations or warranties of any kind, either express or implied, about the Services, including in respect of any results obtained by you or any other person or entity from the use of the data, information or opinions provided through the Services, warranties as to title, suitability, satisfactory or merchantability quality or warranties for fitness for a particular purpose or use in respect of any of the materials and/or information made available through the Services; and
- (b) make no representation, endorsement or warranty of any kind whatsoever about the Services Information, including advertisements supplied by the respective advertisers and their creditworthiness.
- 6.4 Subject to clause 6.5, we, our subsidiaries, associates, related corporations, business partners, affiliates and employees will not be liable for any loss (including loss of profits, revenue, economic loss and lost savings), cost, claim, liability, expense, demand or damage (whether in tort, contract or otherwise and whether direct, indirect, incidental, special, punitive or consequential) arising out of or sustained by reason of:
- (a) your or any third party's use, inability to use, or misuse of, the Services;
- (b) any disclosure (inadvertent or otherwise) of any information concerning you or your particulars or for any error, omission or inaccuracy with respect to any information so disclosed; or
- (c) any loss of information howsoever caused whether as a result of any interruption or suspension of the Services or otherwise, or for the contents, security, currency, accuracy or quality of information available, received or transmitted through the Services, even if we or any of our authorised representatives has been advised of the possibility of such damages, or for any claim by any other person whatsoever.

- 6.5 In this clause 6.5: (i) **Australian Consumer Law** has the meaning given to that term in section 4 of the Competition and Consumer Act 2010 (Cth); (ii) **Consumer** has the meaning given to that term in section 3 of the Australian Consumer Law; and (iii) **PDH Goods or Services** means goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption. Under the Australian Consumer Law (and other similar legislation of Australian states and territories), certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer (Consumer Guarantees). Where you as a Consumer acquire goods and services under this Agreement:
- (a) where the goods or services are PDH Goods or Services, the operation of the applicable Consumer Guarantees cannot be, and are not in this Agreement, excluded, restricted or modified; or
  - (b) where the goods or services are not PDH Goods or Services, the Company limits its liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to (at the Company's option): (1) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (2) in the case of services, re-supplying the services or paying the cost of having the services re-supplied, and the Company does not exclude or limit the operation of the Consumer Guarantees under any other provision of this Agreement or in any other manner and you agree it is fair and reasonable in all the circumstances for the Company's liability to be so limited. To the extent permitted by law, the Company excludes from this Agreement all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom, except any guarantee, implied term or right conferred under any legislation (including the Australian Consumer Law), the exclusion of which would contravene legislation or cause part or all of this clause to be void.

## 7. Indemnities and Limitation of Liability

- 7.1 Our indemnity. We indemnify and hold you harmless at all times against all actions, proceedings, costs, claims, expenses (including legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever which you may sustain, incur, suffer or pay arising out of or in connection with:
- (a) any allegations or claims that you have infringed or are infringing or violating any third party rights, including intellectual property rights and such infringement arises as a direct result of your rightful use of the Services; or
  - (b) any illegal, fraudulent or malicious act or omission by us or our employees, contractors or agents, except to the extent that the action or claim solely relates to, or arises as a result of, your negligent act or omission.
- 7.2 Your indemnity. You indemnify and hold us harmless at all times against all actions, proceedings, costs, claims, expenses (including legal costs on a full indemnity basis), demands, liabilities, losses (whether direct, indirect or consequential) and damages (whether in tort, contract or otherwise) whatsoever (including without limitation claims made by third parties and claims for defamation, wrongful disclosure of information, breach of confidence, infringement of intellectual property rights, breach of contract, death, bodily injury, wrongful use of computers, unauthorised or illegal access to computers (including hacking), property damage or pecuniary losses howsoever arising) which we may sustain, incur, suffer or pay arising out of or in connection with:
- (a) your use or misuse of the Services; or
  - (b) any illegal, fraudulent, malicious, wilfully wrong or negligent act or omission by you or your employees, contractors or agents, except to the extent that the action or claim solely relates to, or arises as a result of, the original and unaltered content of the Services, or an act or omission of negligence by the Company.
- 7.3 Limitation of liability. Despite any other provision of this Agreement, each party's aggregate liability, whether in contract, tort or otherwise, arising out of or related to this Agreement, is limited to the Subscription Fees paid or payable by the Subscriber in respect of the year of the Subscription Period in which the first claim under this Agreement arose.
- 7.4 Exclusion of liability. Despite any other provision of this Agreement, we are not liable, whether in contract, tort or otherwise, for any Consequential Loss arising out of or related to this Agreement.
- 7.5 Definition. In clause 7.4, Consequential Loss means:
- (a) any and all loss of profit, loss of revenue, loss of goodwill and loss of savings; and
  - (b) any and all indirect, consequential, special, exemplary or punitive liabilities, losses, damages, costs or expenses.

## 8. Links

To the extent that a Website contains links to third party services and resources, any concerns regarding such services and resources should be addressed to that particular third party. You acknowledge and agree that we do not warrant the quality, truthfulness, accuracy or completeness of the information or content included on the Websites of third parties nor shall we be liable or responsible, whether directly or indirectly for any damage or loss caused by or in connection with the use, misuse or reliance on such information or content.

## 9. Agency

This Agreement creates no agency, partnership, joint venture or employment and neither you nor your agents have any authority to bind us in any respect whatsoever.

## 10. Termination for Subscriber Breach or Default

We reserve the right in our sole and absolute discretion to immediately terminate or suspend your account and your right of access to the Services at any time by notice to you, if we determine, acting reasonably, that you have provided us with false or misleading information in respect of or in connection with this Agreement, interfered with other users or the administration of the BCI Products, or breached or attempted to breach the terms and conditions of this Agreement (User Breach). We may, at our discretion, reinstate your access to the Services upon your remedying the relevant User Breach promptly upon being notified by us to do so.

## 11. Subscription Period and Subscription Fees

- 11.1 The initial term of this Agreement is for the Subscription Period (as referred to in the Archify Order Form).
- 11.2 You must pay the Subscription Fees (as set out in the Archify Order Form) in relation to each year of the Subscription Period.
- 11.3 The initial Subscription Fees are payable prior to the commencement of your subscription to the Services. All subsequent Subscription Fees are payable in accordance with the Archify Order Form.

## 12. Cancellation of a Multiple Year Subscription

If your subscription is for more than one year, you may cancel your subscription after the first year of the multiple year Subscription Period by giving three (3) months' written notice to us, in which case you will be subject to a cancellation fee for the each of the cancelled years of the Subscription Period, being an amount equal to 30% of the annual Subscription Fees for each cancelled year. For example, if your Subscription Period is three years, and you cancel at the start of the second year, you will be liable to pay a cancellation fee of 30% of the year 2 Subscription Fees and 30% of the year 3 Subscription Fees. To avoid doubt, you may not cancel your subscription where the Subscription Period is for one year.

## 13. Renewal of Single Year Subscription Period

If the Subscription Period is for one year, then upon expiry of the Subscription Period, this Agreement, your subscription to the Services, and your obligation to pay Subscription Fees, will automatically continue on a month-to-month basis, until such time as you give us one months' written notice of your cancellation of your subscription.

## 14. Termination or Expiry of Subscription Period

- 14.1 Upon termination of this Agreement during the Subscription Period, or, subject to clause 12, upon its expiry:
- (a) your User Details will no longer be valid;
  - (b) you must immediately cease all use of the Services; and
  - (c) you must return to us any confidential information, materials, and other documents provided by us to you during the Subscription period in relation to the Services.

## 15. Applicable Law and Jurisdiction

This Agreement is governed by the law of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and any court that may hear appeals from those courts.

## 16. General

- 16.1 This Agreement and Archify terms of use constitute the entire Agreement between the parties and supersedes all previous understandings or agreements, written or oral, in connection with their subject matter.
- 16.2 If any provision of this Agreement is deemed or held to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Agreement without affecting the enforceability of the remaining provisions used in this Agreement.
- 16.3 Headings are used in this Agreement for convenience only and are not to be relied upon.
- 16.4 A delay by a party in exercising a right will not amount to a waiver of that right.
- 16.5 A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 16.6 This Agreement may only be varied or replaced by a document executed by the parties.
- 16.7 You may not assign your rights under this Agreement to any person without our prior written consent, which we will not unreasonably withhold.
- 16.8 Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under it.
- 16.9 Except as expressly stated otherwise in this Agreement, the rights of a party under this Agreement are cumulative and are in addition to any other rights of that party.
- 16.10 Unless expressed to the contrary, in this Agreement:
- (a) words in the singular include the plural and vice versa;
  - (b) any gender includes the other genders;
  - (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
  - (d) "includes" means includes without limitation;
  - (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it; and
  - (f) a reference to:
    - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
    - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
    - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced; and
    - (iv) an obligation includes a warranty or representation and a reference to a failure to comply with an obligation includes a breach of warranty or representation.