

# Terms and Conditions

Tech Baron Pty Ltd (ABN 67617252909) henceforth referred as TB is a Technology Services provider which provides technology services to various Real Estate Ventures and Other Businesses in the form of websites where various opportunities to invest may be listed. TB operates these websites as a Tech services provider however it is not responsible for the content listed on these which is the sole obligation of the Real Estate Venture or Business in question.

The content provided in relation to the Smart Capital Property & Development website (henceforth described as this “Platform” or “Website”) is provided by the person or organisation providing the material, and has been prepared without taking into account your financial situation, objectives and needs and neither EB nor TB take any responsibility or make any warranty in relation to it. Before making any decision in relation to any investment or any products offered by this website you should read the Prospectus, Product Disclosure Statement or Information Memorandum (Offer Document) available at the Project and Project Application Pages. The Platform is owned by Smart Capital Property & Development and operated by TB which is a Corporate Authorised Representative 001264952 of AFSL 275444. TB is authorized to Deal in a financial product including Securities. TB is however not party to any of the offers listed on this website. You can find a copy of our financial services guide [here](#)

## The Agreement

These Terms and Conditions of Use constitute a bilateral agreement (Agreement) between you and Tech Baron Pty Ltd (ABN 67617252909) (TB or we or us).

This Agreement governs your use of the Website and the Services, whether as an Investor, Project Developer, Business operator or otherwise (Issuer) .

Please read this Agreement carefully. By using the Website or the Services, you agree to be bound by this Agreement and the Policies, including the Privacy Policy. Section 16 contains the definitions of certain terms used in this Agreement. We may change or amend the Agreement from time to time. If we amend or change the Agreement, you will be notified the next time you visit the Website and asked to confirm that you agree to the amended terms. If you do not agree to our amendment(s), you must immediately stop using the Website and the Services.

## 1. How the Website and Services work

1.1 The Website and Services together constitute a marketing, publishing and technology service.

1.2 The Website and Services list advertisements promoted by Property Developers or Businesses (Issuers) for Real estate based projects on the back of a full Public Disclosure Statement (PDS) or a Prospectus or an Information Memorandum (IM) or any other Offer Document structure, hereafter referred to as the Offer Document.

If you are a Property Developer or a Business looking to raise Capital we also provide you with technology

services to onboard and service new clients.

## **2. How Transactions work**

TB builds custom websites where investment opportunities presented by the Client can be listed. When you are interested in a particular listing you are directed to the Offer Document with a summary of it listed on a webpage.

TB provides hosting and technology services for its clients in the form of subdomain on its site. These subdomains can look like Issuer.estatebaron.com. TB also provides independent websites.

Any transactions or engagements you have on these websites or subdomains are an independent transaction between you and the Issuer associated with the offer.

TB will provide reporting services by presenting the data and aggregations associated with various transactions entered on investor's dashboards but is not party to any transactions you undertake on the websites of the Issuers.

TB will seek separate permissions from the investors to collect and present this data from the various financial provider's websites to the investors TB user account.

## **3. Subscription (general)**

Subscribing to the website will allow you to:

- (a) gain full access to Website content and pages, including Project Detail Pages;
- (b) gain full access to, and fully use, the Services;

You agree that we may send you administrative and/or promotional emails regarding your subscription, the Website, the Services and Transactions if you have subscribed or have otherwise provided your email address to us.

Once you have subscribed on the Website, we will send a confirmation email to your nominated email address to confirm the details of your account.

If you do not wish to receive further emails from us, you can send a request to [info@techbaron.com.au](mailto:info@techbaron.com.au) or click the 'unsubscribe from email list' link at the bottom of our emails to you. Unsubscribing from our email list does not cancel your subscription.

TB is not liable for any loss suffered as a result of you not receiving our emails, including as a result of you not providing us with a complete, accurate or correct email address, or as a result of your firewall or filter settings.

## **4. Fees**

TB fees for every project are fully disclosed in the offer document. Depending on the project we may have a large active role or may be limited only to Technology Services Provider. Please refer to the offer document.

## **5. Suspension or termination**

5.1 We may in our sole discretion at any time and without notice:

- (a) Suspend a Service or the Website;
- (b) cancel, reject, or suspend a listing;
- (c) take down or block access to a listing details page; and
- (d) remove, edit, or modify any content appearing on the Website, in the following cases:
  - (e) you breach or do not comply with this Agreement;
  - (f) we suspect on reasonable grounds that you have breached or might or will breach any term of this Agreement;
  - (g) in cases where TB suspects fraud or error;
  - (h) in cases where TB suspects that there has been misuse of the Website or the Services or use of the Website or the Services to conduct any illegal activity;
  - (i) we are required to do so by law or by order of ASIC or any other regulatory body; or
  - (j) for any other reason (whether or not it relates to you or your conduct).

5.2 We may in our sole discretion permanently or temporarily prevent or terminate your use of the Website or Services, or terminate this Agreement with you.

5.3 You may terminate this Agreement at any time by emailing us at [info@techbaron.com.au](mailto:info@techbaron.com.au) and requesting termination.

5.4 If this Agreement is terminated for any reason, the termination will not affect any rights or obligations which accrued to any party before the time of termination, including:

- (a) the obligation to pay, and our right to be paid any fees agreed upon

5.5 TB's rights as set out in this section 6 do not prejudice any other right or remedy TB may have in respect of any breach or any rights, obligations or liabilities which accrue prior to termination of this Agreement.

## **6. Intellectual property**

6.1 All Intellectual Property Rights in

(a) the Website, including the TB logo, all Website design, text, graphics, software, photos, music, sounds, underlying source code and software; and

(b) the Services or any part of them,

are owned by TB or licensed to TB and you must not, and must not attempt to, obtain or register ownership or title to any such Intellectual Property Rights. Nothing in this Agreement or on the Website constitutes a transfer or licence of any such Intellectual Property Rights to you.

6.2 We do not have any ownership rights over Content that you submit to us for inclusion on the Website. By submitting any Content to us, you grant to TB a perpetual, royalty-free, non-exclusive, irrevocable, sub-licensable and transferable licence to:

use, edit, modify, prepare derivative works of, reproduce, publish, host, display, stream, transmit, playback, transcode, copy, feature, market, sell, distribute, and otherwise fully utilise such Content and your Intellectual Property Rights in that Content in connection with:

the Website;

the Services;

TB's businesses; and

promoting, marketing, and redistributing part or all of the Website (and derivative works thereof) or the Services in any media formats and through any media channels (including, without limitation, third-party websites);

take whatever other action is required to perform and market the Services;

allow users of the Website to stream, transmit, playback, download, display, feature, distribute, collect, and otherwise use your submitted Content and Intellectual Property Rights in that Content in connection with the Services; and

use and publish, and permit others to use and publish, your submitted Content, Intellectual Property Rights in that Content, names, likenesses, and personal and biographical materials of you in connection with the provision or marketing of the Services,

(the Licence).

6.3 By submitting Content to us for inclusion on the Website, you represent and warrant to us that such Content does not infringe any third-party Intellectual Property Rights and that you are legally entitled to grant the Licence to us.

6.4 The Licence survives the termination of this Agreement.

## **7. Representations, guarantees and our liability**

### **Website and Services**

7.1 By using the Website or any of the Services, you represent and warrant that:

- (a) you are 18 years of age or over and that you are legally capable of entering into this Agreement with TB;
- (b) your use of the Website or any of the Services complies with all applicable local, state and federal laws, rules and regulations as well as any treaties which apply to your use of the Website or Services; and
- (c) any information you provide to us is true, accurate and correct, and not misleading or deceptive in any way.

7.2 TB does not represent, and nothing on the Website is to be construed as TB representing to you, that the Website and/or Services are available to or suitable for use by any person outside Australia. If you access or use the Website and/or Services from a place outside Australia, you do so at your own risk and you are solely responsible for ensuring compliance with all applicable laws of that place and for all the consequences of such access or use.

## **Content**

7.3 Any Content:

- (a) on the Website pertaining to Project listings, including the information contained in and featured on Profile Pages; or
- (b) that is downloadable by you from Profile Pages, from any websites on TB controlled by Issuers or other third parties and TB makes no representation, guarantee or warranty that such Content is accurate or correct. It is your responsibility to verify any such Content.

7.4 TB does not endorse or assume responsibility for the Content contained in a projects listing or in any Offer document linked on the website. You acknowledge and agree that neither TB nor any other person who uses, or is associated with, the Website or Services has been endorsed or approved by ASIC.

7.5 We are not responsible for any errors or omissions in Content you submit to us.

## **Projects and Transactions**

7.6 TB does not guarantee or make any representations or warranties concerning the use of any funds received by an Issuer. It is up to Investors to conduct the due diligence they regard as necessary before investing in a Project or participating in a Transaction. TB is under no obligation to become involved in any disputes or proceedings of any nature which may arise between an Issuer (mediated through a Issuer) and Investor that are connected via the listings on TB site.

7.7 As an Investor or an Issuer, you agree that TB is not under any circumstances liable or responsible for:

- (a) any Project not attaining its Funding Goal (by the end of the Funding Period or otherwise);
- (b) the failure of an Issuer to comply with any applicable law in relation to a Project, Profile Page, Offer or Transaction; or
- (c) the failure of an Issuer to carry out or complete a Project, or to carry out a Project as stated or within any time periods specified by the Issuer, and your sole and exclusive remedy for any and all claims and causes of

action of any kind relating to or arising out of a Project or Transaction is against the Issuer.

## **General**

7.8 To the fullest extent permitted by law:

(a) TB does not warrant that the Website or Services will be uninterrupted, error-free, secure or free from interception or that the servers hosting the Website and facilitating the Services will be free from any virus or other harmful elements, and TB is not liable to you in relation to any interruptions or omissions in connectivity or internet services relating to the Website or Services;

(b) TB excludes all representations, warranties, terms and conditions, whether express or implied (including those implied by statute, custom, law or otherwise) except as expressly set out in this Agreement;

(c) TB excludes all liability for any damages or loss suffered by you (including loss of profits, loss of revenue, economic loss, loss of data, direct loss, indirect loss, or consequential or incidental loss) however caused (including damage or loss arising in contract, tort (including negligence), statute or otherwise) in connection with:

(i) your use of or reliance on the Website, the Services and/or its/their continued availability;

(ii) any exercise of TB's rights

(iii) the failure of a project listed or an Investor who connects with a Issuer to meet its obligations under this Agreement or under the agreement which results from an Investor accepting an Issuer's Offer; and

(iv) your participation in any Transaction or in any negotiations or discussions relating thereto.

(d) your use of the Website (including all Content on or obtained from the Website) and/or the Services is at your sole risk.

7.9 TB does not exclude or restrict any liability:

(a) to the extent that this is not permitted under the Competition and Consumer Act 2010 (Cth); or

(b) for breach of the consumer guarantees in the Australian Consumer Law (if those guarantees apply to any goods or services we provide to you).

## **8. Indemnity**

You agree to indemnify TB, its related bodies corporate (as defined in the Corporations Act), and their officers, directors, employees, contractors and agents from and against any and all claims, causes of action, damages, obligations, losses (including loss of profits, loss of revenue, economic loss, loss of data, direct loss, indirect loss, or consequential or incidental loss, and including damage or loss arising in contract, tort (including negligence), statute or otherwise), liabilities, costs, debts and expenses (including legal fees and costs) arising from or as a result of or relating to your use of the Website or any of the Services (whether as an Investor, Issuer or otherwise), including a breach of this Agreement or any of the representations, warranties or promises you give in this Agreement, or any violation of applicable law or court order.

## 9. Privacy

Your privacy is important to us. We hold your personal information in accordance with our Privacy Policy, the terms of which form part of this Agreement. By using the Website and/or any of the Services, you agree to the use and collection of your personal information in accordance with the Privacy Policy.

## 10. Subscribing

10.1 To subscribe you must provide us with the following information during the subscription process:

- (a) your full name (required);
- (b) your email (required)
- (c) your phone number
- (d) whether you are a:
  - (i) Investor or
  - (ii) Project Developer

10.2 You must be an Australian resident to subscribe as an Investor.

10.3 If you describe yourself as an Investor you agree that

offers will be made in or accompanied by a copy of the disclosure document, and

Anyone wishing to buy securities will need to complete the application form in the disclosure document.

or you will contact the project developer directly to discuss any investment offers.

10.4 All offers will be made by the Issuer associated with the offer and will have a full disclosure associated with it

10.5 TB reserves the right, at any time and in its absolute discretion, to:

- (a) ask you for any further information, materials, or documentation in relation to you or your subscription as Investor;
- (b) refuse to grant you a subscription as an Investor.

10.6 Once we have approved your subscription as an Investor, you will be able to browse Issuers' Profile Pages and access the information relating to Projects contained on those Profile Pages.

## 11. Participating in Transactions as an Investor

11.1 If you want to contribute funds to a particular Project, you must first express your interest in the Project by making a request from the Profile Page for that Project.

11.2 The Issuer responsible for the Project will be notified of your interest, contact details in order to allow the Issuer to initiate discussions or negotiations with you in relation to the possibility of investing in the Project.

11.3 It is up to the Issuer to decide whether it wishes to contact you. If the Issuer does contact you, you are free to negotiate and discuss the terms of your possible investment between yourselves. TB is not involved in the discussions or negotiations between you and the Issuer.

## **12. Investor acknowledgements**

12.1. When you click on a link on Issuer's Profile Page to download the Public Disclosure Statement in relation to a Project from a Profile Page, you are acknowledging to us that you agree and acknowledge that:

- (a) you invest in a Project, accept an Offer or participate in a Transaction solely at your own risk;
- (b) the Issuer is solely responsible for carrying out the Project; and
- (c) the Issuer is solely responsible for complying with any obligations it has in relation to a Transaction.

## **13. Exclusivity of Services (Investors)**

13.1 As an Investor, you agree that if you become aware of or introduced to an Issuer or a Project through us or by using the Website or the Services:

- (a) you will not make any arrangements to invest in or subscribe for shares in that Issuer, or contribute funds to that Issuer or that Issuer's Project, except through the services provided by the financial services provider associated with that project on TB website.
- (b) any attempt by you to invest in a Issuer or Project by means other than this will constitute a breach of this Agreement.

## **14. General matters**

14.1 Relationship between us and you

This Agreement does not create a relationship of employment, trust, agency or partnership between TB and you.

14.2 Entire agreement

This Agreement, together with the Policies (including the Privacy Policy), constitutes the entire agreement between you and us in connection with its subject matter and supersedes all previous agreements or understandings between you and us in connection with its subject matter.

14.3 Severability



If the whole or any part of a provision of this Agreement is invalid or unenforceable in a jurisdiction it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If however, the whole or any part of a provision of this Agreement is not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction

#### 14.4 Survival

Any provisions that are expressed to survive, or by their nature are intended to survive, termination or expiry of this Agreement, shall survive termination or expiry of this Agreement.

#### 14.5 No waiver

TB does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise by us of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by us.

#### 14.6 Event beyond our control

TB is not liable for any breach of its obligations under this Agreement where it is hindered or prevented from carrying out its obligations by any cause outside its reasonable control, including lightning, fire, flood, severe weather, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, or failure of any telecommunications, satellite, computer or global positioning system.

#### 14.7 No assignment

You may not assign or transfer or delegate or otherwise deal with any of your rights or obligations under this Agreement. TB has the right to assign, delegate or otherwise deal with all or any of its rights or obligations under this Agreement to any person.

#### 14.8 Governing Law

This agreement will be governed by and construed in accordance with the law for the time being in force in Victoria, Australia and the parties, by entering into this agreement, are deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.

## **15. Interpretation**

In this Agreement, headings are for convenience only and do not affect interpretation, and unless otherwise stated:

- (a) the singular includes the plural and vice versa and a gender includes other genders;
- (b) other grammatical forms of a defined word or expression have a corresponding meaning;
- (c) a reference to a section or Part is to a section or Part of this Agreement;

- (d) a reference to this Agreement includes the Agreement as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, firm, body corporate, trust, joint venture, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) specifying anything in this Agreement after the words "includes", "including", "for example" or similar expressions does not limit what else is included in this Agreement.

## 16. Definitions

Capitalised terms not otherwise defined in this Agreement have the following meanings:

- (a) Agreement has the meaning given in section 1.1.
- (b) ASIC means the Australian Securities & Investments Commission.
- (c) Content means information, statements, representations, material, images, logos, photographs, graphical content, audio, file, data or any other content but does not include any Content that incorporates Intellectual Property Rights owned by TB.
- (d) Corporations Act means the Corporations Act 2001 (Cth).
- (e) TB or we or us means Tech Baron Pty Ltd ABN 67617252909 trading as Tech Baron.
- (f) Financial Services means:

Dealing in securities by applying for, acquiring, varying or disposing of securities on behalf of another, or arranging for a person to do any of those things.

Deal in a financial product to retail and wholesale clients by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products:

- Securities

Deal in a financial product to wholesale clients by applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products:

- Interests in Managed Investment Schemes

- (g) Issuer is a Property Developer or Business looking to raise funds for their projects by issuing an Offer Document in the form of a PDS or Prospectus or an IM.
- (h) Intellectual Property Rights means statutory and other proprietary rights in respect of copyright and neighbouring rights, all rights in relation to inventions, patents, plant varieties, registered and unregistered trademarks, registered and unregistered designs, circuit layouts and confidential information, but does not include moral rights that are not transferable.
- (i) Investor means a subscribed user interested in making an investment or who has made an investment in one of the listings on the site.
- (j) Licence is Australian Financial Services License.
- (k) Offer means a formal offer by a Issuer to an Investor, pursuant to which the Issuer offers to issue shares or units in a specific fund or a company to the Investor in return for the Issuer receiving the Investor's Investment Sum.
- (l) Policies means any TB policies that feature on the Website from time to time (and as amended from time to time), and includes the Privacy Policy.
- (m) Privacy Policy means the TB Privacy Policy.
- (n) Profile Page corresponds to the projects details as listed on the financial planners website.
- (o) Project is a Real Estate based project.
- (p) Project Terms are the terms associated with the offer related to the Project.
- (q) Retail Investor means a person who is not a Wholesale Investor.
- (r) Services means any services and facilities provided on or through or by means of the Website or associated with the Website.
- (s) Subscription Conditions has the meaning given in section 10.
- (t) Transaction means:
- (i) in the case of an Investor – the steps involved in, and the process of, contributing funds to a Issuer's Project by accepting that Issuer's Offer
- (ii) in the case of an Issuer – the steps involved in, and the process of, making an Offer to an Investor and, if the Offer is accepted, issuing shares or units in a specific scheme associated with that offer to that Investor in accordance with the terms of the Offer.
- (u) Website means various websites built and operated by TB for its clients who are Issuers
- (v) you means you (whether you are an individual or an organisation) and, where the context permits or requires, includes a Issuer or Investor and anyone acting on behalf of the aforementioned persons with their express or implied authority.