

## Terms and Conditions

Last updated: July 18, 2025

Please read these terms and conditions carefully before using Our Service.

### 1. Interpretation and Definitions

#### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### Definitions

For the purposes of these Terms and Conditions:

- **Application** means the software program provided by the Company downloaded by You on any electronic device, named Reelo
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority
- **Account** means a unique account created for You to access our Service or parts of our Service
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Reelo Australia Pty Ltd, 30 Bennet Street, Spence, ACT 2615
- **Content** means any text, images, designs, templates, or other materials uploaded, created, or generated through the Service
- **Country** refers to: Australia
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet
- **Feedback** means any feedback, suggestions, ideas, or recommendations You provide regarding the Service

- **Organisation** means a collaborative workspace where multiple users can work together on Content
- **Service** refers to the Application or the Website or both
- **Stock Materials** means images, templates, design elements, and other materials provided by the Company through the Service
- **Subscription** means a paid subscription plan for accessing certain features of the Service
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service
- **User Content** means any Content created, uploaded, or generated by You using the Service
- **Website** refers to Reelo, accessible from <https://reelo.au>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable

## 2. Acknowledgment and Acceptance

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and

how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

### 3. Eligibility

Please refer to our Privacy Policy for information regarding age requirements and eligibility to use the Service.

## 4. User Accounts

### Account Creation

When You create an account with Us, You must provide Us with information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

### Account Security

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

### Account Sharing

You may not share Your account credentials with others. Each user must have their own individual account. For collaboration purposes, You may invite other users to Your Organisation as provided by the Service features.

### Account Termination

We reserve the right to suspend or terminate Your account at any time for any reason, including but not limited to violations of these Terms.

## 5. Intellectual Property Rights

### Your Content

You retain all rights, title, and interest in and to Your User Content. By uploading, creating, or generating Content through the Service, You grant the Company a worldwide, non-exclusive, royalty-free, transferable license to:

- Store, host, and backup Your Content
- Display Your Content to You and any users You choose to share it with
- Process Your Content to provide the Service features
- Create cached copies and thumbnails as necessary for Service functionality

This license continues only for as long as You choose to keep Your Content on the Service. When You delete Content, we will use reasonable efforts to remove it from the Service, though cached copies may persist for a reasonable period.

### Marketing Use of Content

We will not use Your Content for marketing purposes without Your explicit written permission.

### Company Intellectual Property

The Service and its original content (excluding User Content), features, functionality, Stock Materials, and all associated intellectual property rights are and will remain the exclusive property of the Company and its licensors. This includes but is not limited to:

- The Reelo name, logo, and all related trademarks
- The Service's design, layout, and user interface
- All Stock Materials provided through the Service
- Any software, code, or technology powering the Service

You may not copy, modify, distribute, sell, or lease any part of our Service or included software, nor may You reverse engineer or attempt to extract the source code of that software.

## Stock Materials License

We grant You a limited, non-exclusive, non-transferable license to use Stock Materials solely as incorporated into Your Content created through the Service. You may not:

- Extract or use Stock Materials separately from Your Content
- Resell or redistribute Stock Materials
- Use Stock Materials in a way that competes with the Service
- Claim ownership of Stock Materials

## Feedback

Any Feedback You provide to Us will be considered non-confidential and non-proprietary. By providing Feedback, You grant Us the right to use, disclose, and otherwise exploit such Feedback freely and without restriction, including the right to implement such Feedback into the Service without attribution or compensation to You.

## 6. Payment Terms

### Subscription Plans

The Service may offer various subscription plans with different features and usage limits. Details of available plans and pricing are provided on the Website and may change from time to time.

### Pricing and GST

All prices displayed on the Service are inclusive of GST unless otherwise stated. We reserve the right to modify our pricing at any time. Price changes will not affect active subscriptions until renewal.

### Billing and Renewal

Subscriptions will automatically renew at the end of each billing period unless cancelled. You authorise Us to charge Your designated payment method for the renewal subscription fee.

## Cancellation

You may cancel Your subscription at any time through Your account settings. Cancellation will take effect at the end of the current billing period. No partial refunds will be provided for unused portions of a subscription period.

## Refunds

- Failed orders will be refunded in full
- We retain the right to assess other refund requests on a case-by-case basis
- Refunds, if approved, will be processed using the original payment method

## Free Trials

If We offer a free trial, You may access certain Service features without charge for the specified trial period. After the trial expires:

- You will retain access to Your existing Content
- You will not be able to create new Content without a paid subscription
- You may be automatically enrolled in a paid subscription unless You cancel before the trial ends

## Payment Methods

You agree to provide current, complete, and accurate payment information. You authorise Us to charge Your provided payment method for all fees and charges related to Your use of the Service.

## 7. Service Usage and Restrictions

### Acceptable Use

You agree to use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- In any way that violates any applicable federal, state, local, or international law or regulation
- To transmit any material that is defamatory, offensive, or otherwise objectionable
- To impersonate any person or entity or misrepresent Your affiliation

- To upload Content that infringes any patent, trademark, copyright, or other intellectual property rights
- To transmit any viruses, malware, or malicious code
- To interfere with or disrupt the Service or servers
- To attempt to gain unauthorized access to any part of the Service
- To harass, abuse, or harm another person
- To use the Service for any illegal or unauthorized purpose

### Usage Limits

Your use of the Service is subject to usage limits based on Your subscription tier, including but not limited to:

- Number of Content items You can create
- Storage space for Your Content
- Bandwidth usage
- Number of users in Your Organisation

### Content Standards

You are solely responsible for Your Content and the consequences of uploading and publishing it. You represent and warrant that:

- You own or have the necessary rights to use Your Content
- Your Content does not infringe any third-party rights
- Your Content complies with all applicable laws and regulations

### Organisation Features

If You create or join an Organisation:

- The Organisation owner maintains control over Organisation settings and member access
- Organisation members may view and collaborate on shared Content
- You remain responsible for all activity under Your account within an Organisation

## 8. Privacy and Data Protection

### Privacy Policy

Your use of the Service is subject to Our Privacy Policy, which describes how We collect, use, and protect Your information.

## Data Retention

We periodically clear data associated with deleted accounts. You acknowledge that deleted Content may persist in backups for a reasonable period before permanent deletion.

## Data Export

You have the ability to export and download Your Content at any time while Your account is active.

## Australian Privacy Principles

We comply with the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth).

## 9. Disclaimers

### Service Availability

We do not guarantee that the Service will be available at all times or without interruption.

We may suspend or discontinue the Service at any time without notice.

### Real Estate Disclaimer

The Service is a design tool only. We do not:

- Provide real estate advice or services
- Guarantee the accuracy of any real estate information
- Ensure compliance with real estate advertising regulations
- Facilitate or guarantee any real estate transactions

You are solely responsible for ensuring Your Content complies with all applicable real estate laws and regulations.

### Third-Party Content

The Service may display or link to third-party content. We are not responsible for the accuracy, completeness, or legality of such content.

## 10. Limitation of Liability

### General Limitations

To the maximum extent permitted by law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of or in connection with Your use of the Service.

## Liability Cap

Notwithstanding any damages You might incur, the entire liability of the Company under any provision of these Terms shall be limited to the amount actually paid by You through the Service in the 12 months preceding the event giving rise to liability, or AUD \$100 if You haven't purchased anything through the Service.

## Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any consumer rights under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)) that cannot be excluded, restricted, or modified by agreement.

## 11. Indemnification

You agree to defend, indemnify, and hold harmless the Company and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees arising out of or relating to:

- Your violation of these Terms
- Your User Content
- Your use of the Service
- Your violation of any rights of another party

## 12. Termination

### Termination by You

You may terminate Your account at any time by contacting Us or through Your account settings.

### Termination by Us

We may terminate or suspend Your account immediately, without prior notice or liability, for any reason, including if You breach these Terms.

### Effects of Termination

Upon termination:

- Your right to use the Service will cease immediately
- You will retain access to export Your Content for 30 days
- We may delete Your Content after the export period
- All provisions of these Terms that should reasonably survive termination will remain in effect

## 13. Governing Law and Disputes

### Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Australian Capital Territory, Australia, without regard to its conflict of law provisions.

### Jurisdiction

You agree to submit to the exclusive jurisdiction of the courts located in the Australian Capital Territory to resolve any legal matter arising from these Terms.

### Dispute Resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## 14. General Provisions

### Severability

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### Waiver

The failure to exercise a right or to require performance of an obligation under these Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter.

### Entire Agreement

These Terms constitute the entire agreement between You and the Company regarding the use of the Service and supersede all prior agreements and understandings.

### Changes to Terms

We reserve the right to modify or replace these Terms at any time. If a revision is material, We will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect.

By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms.

## Assignment

You may not assign or transfer Your rights under these Terms without Our prior written consent. We may assign Our rights under these Terms without restriction.

## Notices

All notices under these Terms should be sent to:

- For the Company: [info@reelo.au](mailto:info@reelo.au)
- For You: the email address associated with Your account

## 15. Contact Information

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [info@reelo.au](mailto:info@reelo.au)