

SAI GLOBAL PROPERTY Customer Service Agreement

SAI GLOBAL PROPERTY DIVISION PTY LTD ACN 089 586 872 (**SAI Global Property**) is a provider of property, company, business name and other information and related services. These services include providing information and services sourced from government departments, agencies and industry sources. Some services are also provided by SAI Global Property as licensed resellers of government information.

To complement its property and data and information search services, SAI Global Property also provides, for the Customer's use, various proprietary and licensed software systems.

This agreement between SAI Global Property and the Customer comprises the terms and conditions set out:

- (a) herein this document; and
- (b) in a Proposal accepted by the Customer (where a Proposal has been issued to the Customer)

in relation to the supply by SAI Global Property and the access to or use of the Service and Software Products by the Customer (**Agreement**).

DEFINITIONS AND INTERPRETATION

In this Agreement, the following definitions and interpretation apply:

Agent	means any legal entity acting on behalf of another;
Authority	means any government department, statutory authority, body corporate or other third party that provides documents, data or information to SAI Global Property, or via the Service, that may be accessed by the User;
Authority Information	means information provided by an Authority, whether in electronic or hard copy format, that may be accessed by the User;
Business Hours	means 8.00am to 5.00pm Monday to Friday Australian Eastern Standard Time (AEST), excluding public holidays in Victoria and New South Wales;
Customer	means the legal entity who has accepted this Agreement by signing it or clicking the "I Accept" button on the SAI Global Property Website and has successfully completed the SAI Global Property user registration process as detailed on the SAI Global Property Website and will be liable for fees and charges that may be incurred in using the Service or Software Product. For the avoidance of doubt, an entity will be deemed the Customer if a representative of the entity, including without limitation an employee, contractor, agent or officer, accepts this Agreement in the course of the entity's business activities;
Direct Marketing	means one to one marketing using personal details (e.g. name, address, email address), normally supported by a database, which uses one or more advertising media to effect a measurable response and/or transaction from a person (including a corporation or organisation), and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering;
Delivery Software and Hardware	means the software and hardware used by SAI Global Property and/or an Authority to deliver the Service or Software Product to the Customer through the SAI Global Property Website;
SAI Global Property Website	means the website operated by SAI Global Property and through which the User accesses the Service or Software Product;

GST	means Goods and Services Tax within the meaning of the Goods and Services Tax Act 1999 (Cth) as amended;
Intellectual Property	means all intellectual and industrial property including but not limited to copyright, patents, registered and unregistered trademarks, registered designs, trade secrets or know how;
Interest	means the Commonwealth Bank overdraft index rate plus 2%, charged monthly;
Personal Information	means personal information as defined in the Privacy Act 1988 (Cth) and similar legislation of the Commonwealth and the States and Territories of the Commonwealth (including, without limitation, the Privacy and Personal Information Protection Act 1998 (NSW) and the Information Privacy Act 2000 (Vic)), and other information to which laws relating to privacy apply, contained in Authority Information. Personal Information includes information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;
PEXA Platform	means the electronic lodgement network developed by PEXA Ltd and marketed under the trade mark PEXA.
Privacy Laws	means all legislation (or mandatory government policy, where applicable) enacted by Federal or State agencies in relation to privacy and without limitation includes the Privacy Act 1988 (Cth) and the National Privacy Principles, Spam Act 2003 and the Do Not Call Register Act 2006 and consolidations, amendments, re-enactments or replacements of any of them;
Proposal	means a proposal delivered by SAI Global Property to a Customer or a potential Customer who is seeking to access and use the Services and/or Software Products;
Related Entity	has the meaning given to that term in the Corporations Act 2001 (Cth) as amended;
Restricted Request	means information that requires the consent of the person to be given to the User, SAI Global Property, Software Product Licensor or Authority (as the case may be) for the collection, use or disclosure of the information of that person under law;
Service	means the provision of requested Authority Information or any other service provided by SAI Global Property or its Agents to the User under this Agreement
Security Information	means the log-in details, private keys or passwords or other access controls provided to the User to access the Service and/or Software Products,
Software Product	means SAI Global Property's proprietary and licensed software systems and system interfaces, including, without limitation, <i>Search Manager</i> , <i>B2B Gateway</i> , <i>Encompass Service</i> , <i>Conveyancing Manager</i> , <i>Conveyancing Directory</i> , <i>Settlement Room</i> and PEXA Platform, that are licensed or sub-licensed to User for its use or where the User has been granted access to use under the terms of this Agreement;
Software Product Licensor	means the owner or licensor of SAI Global Property's non-proprietary Software Products;
Third Party User	means a party who is a user of the Software Product and is able to identify, access and/or use the User's Data.

Third Party User's Data means a personal and business information of a party other than the User that has been uploaded onto a Software Product.

User means the Customer or a person other than the Customer who has accepted this Agreement by signing it or clicking the "I Accept" button on the SAI Global Property Website and has successfully completed the SAI Global Property user registration process as detailed on the SAI Global Property Website and uses the Service or Software Product.

User's Data means a User's personal and business information, which, without limitation, may include the following User's details: name, address, work organisation, contact telephone and facsimile numbers, email address and job title.

In this Agreement:

- (a) Headings are for convenience and do not affect interpretation;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a party includes its executors, administrators, successors and permitted assigns;
- (e) words and expressions denoting natural persons include bodies corporate, partnerships, associations, governments and governmental authorities and agencies and vice versa;
- (f) a reference to any legislation, statutory instrument or regulation shall be construed in accordance with the Acts Interpretation Act 1901 (Cth) (or the equivalent State legislation, as applicable); and
- (g) the words "include", "includes" and "including" are not words of limitation.

AGREEMENT

SAI Global Property and the User agree to the following terms and conditions:

1 TERMS OF THIS AGREEMENT PREVAIL

- 1.1 The User acknowledges that notwithstanding any other agreement it may have with SAI Global Property, including agreements entered into after the start of this Agreement, in the event of any inconsistency between a term or terms of this Agreement or a term or terms of any other agreement, the term or terms of this Agreement will govern to the extent of the inconsistency.
- 1.2 The Customer agrees that the terms and conditions set out in this Agreement prevail over any other terms that may be communicated by the Customer to SAI Global Property in writing or orally, whether in an order, letter, other document, in negotiations, subsequent to the making of this Agreement or otherwise (**Customer's Terms**). For the avoidance of doubt, the Customer's Terms do not apply to the Services and Software Products offered by SAI Global Property to the Customer pursuant to this Agreement. The Customer further agrees that any subsequent document so issued by the Customer to SAI Global Property, including but not limited to a purchase order, shall be taken as the Customer's internal administrative document only and any terms therein shall not be binding on SAI Global Property.

2 USE OF THE SERVICE AND SOFTWARE PRODUCT

- 2.1 To access the Service or Software Product, the User must complete the relevant registration process and, if applicable, submit a relevant purchase order. A User who is a Customer, or represents a Customer, must ensure the Customer establishes either a:
 - 2.1.1 a Post-Paid (**PP**) account, upon which the Customer will be issued periodic invoices; or

- 2.1.2 a Pay-As-You-Go (**PAYG**) account, upon which the Customer will nominate payment by credit card.
- 2.2 For PP accounts, SAI Global Property will provide the Customer with Security Information and for each of its users, such additional Security Information as may be required to enable the Customer's users to access the Service or Software Product. The Customer is responsible for all unauthorised use of any Security Information allocated to the Customer and its users, including the payment of all fees and charges arising from such use.
- 2.3 For access to certain Software Products, SAI Global Property may provide the User with other additional Security Information.
- 2.4 The User must maintain the secrecy and confidentiality of the Security Information at all times and must not disclose the Security Information to any other person or sell, transfer or sublicense any or all of the Security Information to any other entity or person.
- 2.5 The User is responsible for all unauthorised use of Security Information allocated to the User and warrants to indemnify SAI Global Property, its agents, employees, contractors and Software Product Licensors from any costs, fees, damage, loss, claims and liabilities arising from any use or misuse of Security Information.
- 2.6 Subject to the terms of this Agreement, SAI Global Property grants to the User a revocable, non-exclusive, non sub-licensable, non-transferrable licence to access the Service and/or use the functionalities of the Software Product and such licence shall expire upon expiry of this Agreement.
- 2.7 The User is responsible for any computer equipment and software required for access to the Service.
- 2.8 The User acknowledges that, under the terms of this Agreement, he or she may not be able to access to some or all of the Service or Software Product offered by SAI Global Property without the prior completion of other relevant account documentation, such documentation available upon request from SAI Global Property.
- 2.9 The User acknowledges that it may be required to consent to general obligations or to complete certain forms as SAI Global Property, an Authority or Software Product Licensor, may require from time to time. If a User refuses to consent to such general obligations or complete such forms, the User acknowledges that it may be denied access to some or all of the Service or Software Product.
- 2.10 The Delivery Software and Hardware may be varied from time to time at the discretion of SAI Global Property, an Authority and/or a Software Product Licensor.
- 2.11 The User warrants that, unless otherwise stated in this Agreement, it will:
 - 2.11.1 use, control and supervise the use of the Service or Software Product or any part of it strictly in accordance with the provisions of this Agreement;
 - 2.11.2 not use the Service or Software Product other than for its own internal business purposes;
 - 2.11.3 not allow unauthorised access to use, copying, publication or dissemination of the Service or Software Product and that its authorised users are made aware of the terms of this Agreement;
 - 2.11.4 not use the Service or Software Product for promotional purposes, including Direct Marketing;
 - 2.11.5 not on-sell, sub-licence, supply, permit to supply, repackage or otherwise make available Authority Information or Software Product in any form to any other person;
 - 2.11.6 not use the Service or Software Product to encroach on the privacy of an individual;
 - 2.11.7 not copy or reproduce the Software Product or any part of it or seek to reverse engineer, decompile, translate, adapt, vary or modify or

extract the source code of the Software Product or access all or any part of the Software Product in order to build a product or service which competes with the Service and/or Software Product;

2.11.8 not take any action which may infringe upon the trademark, copyright and naming policies or other Intellectual Property of SAI Global Property, an Authority or Software Product Licensor and not to remove any copyright or proprietary notice from the Service and/or Software Product; and

2.11.9 not to misuse or interfere with the Service or Software Product or access them other than in accordance with SAI Global Property interface and/or instructions.

3 FEES PAYABLE

3.1 The Customer shall be liable for and pay to SAI Global Property the fees and charges as set out in SAI Global Property's Price Book or as agreed to by the Customer pursuant to a purchase order submitted by the Customer to SAI Global Property for the use of the Service and/or Software Product.

3.2 The Customer agrees that all fees and charges are incurred by the Customer personally (even if Customer has incurred such fees or charges on behalf of any other party).

3.3 The Customer acknowledges that fees and charges the use of the Service and/or Software Product may be amended by SAI Global Property from time to time. If SAI Global Property gives notice of variation of the fees or charges, the Customer is deemed to have accepted such fee variation if it continues to use any Service or Software Product. If the Customer does not accept the fee variation, it shall advise SAI Global Property accordingly and it shall not be entitled to continue to use the Service and/or Software Product (following the expiry of a then current subscription or licence term, if applicable or where appropriate).

3.4 In the event the Customer has established a PP account, the following provisions apply:

3.4.1 the Customer will be invoiced at least monthly for fees in respect of Service used or accessed. Subscription fees for Service and / or Software Product will be invoiced in accordance with the arrangement selected by the Customer and as agreed with SAI Global Property. All invoices must be paid, including GST, within 14 days of the invoice date;

3.4.2 the Customer agrees to pay all fees and charges by the due date. Interest may be applied to all fees unpaid after 30 days from the due date; and

3.4.3 if the Customer does not pay the fees, charges, or other amounts due, in full, on the due date, SAI Global Property may (without prejudice to any of its other rights) immediately deny the Customer access to any Service and/or Software Product until any such fees or amounts are paid in full.

3.5 In the event the Customer has established a PAYG account, the following provisions apply:

3.5.1 The Customer agrees to SAI Global Property charging the Customer's credit card for the full value of Service and products to be supplied or provided to the Customer at the 'point-of-order'; and

3.5.2 The Customer agrees SAI Global Property may undertake such verification as it deems appropriate to confirm that the validity of the Customer's registration details, including but not limited to confirming the Customer's email address.

4 TERM AND TERMINATION

4.1 This Agreement commences on the earlier of the:

4.1.1 date that the User accepts this Agreement by clicking the "/ Accept" button on the SAI Global Property Website; and

4.1.2 delivery of an executed hard copy of this Agreement by the User to SAI Global Property, and continues until terminated by either party by notice to the other.

4.2 SAI Global Property may terminate this Agreement without notice for breach of any term under this Agreement.

4.3 Termination of this Agreement:

4.3.1 will not release the User from liability in respect of any breach or non-performance of, any obligation contained in this Agreement; and

4.3.2 shall not affect any rights or remedies which SAI Global Property may have otherwise under this Agreement or at law,

and the User acknowledges that any indemnities given by it under any provision in this Agreement shall survive the termination of this Agreement

5 LIABILITY

5.1 Except for liability that by law (including without limitation by the Competition and Consumer Act 2010) cannot be limited, SAI Global Property's liability to the User for any reason, including breach of this Agreement, however arising (including for negligence) is limited, at the option of SAI Global Property, to either resupplying the Service or Software Product or the payment of the cost of having the Service or Software Product supplied again.

5.2 SAI Global Property provides the Service or Software Product to the User on the basis that SAI Global Property does not render legal advice.

5.3 SAI Global Property does not undertake, represent or warrant that:

5.3.1 access to the Service or Software Product will be available at any or all times;

5.3.2 the Service or Software Products' functionalities meet the User's requirements;

5.3.3 data or information provided under this Agreement is accurate, complete or fit for any particular purpose; or

5.3.4 the Service or Software Product is error free or free of viruses.

5.4 Except as provided in any provision in this Agreement, all express or implied conditions or warranties, statutory or otherwise, in respect of the Software Product are expressly negated and excluded. In particular, but without limiting the generality of this sub-clause, SAI Global Property does not warrant that the Software Product is fit for any purpose, irrespective of whether any purpose is communicated to SAI Global Property.

5.5 To the extent that any statute provides a remedy to the User in relation to the User's use of data contained in the Software Product, such right is expressly preserved, save that any such right shall be limited to the extent permitted by such statute.

5.6 The User acknowledges that it has exercised its independent judgement in subscribing to or using the Service and/or Software Product and has not relied on any representation made by SAI Global Property which has not been stated expressly in this Agreement or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by SAI Global Property.

5.7 The User acknowledges that the Service or Software Product has been provided on a "as is" basis.

6 INTELLECTUAL PROPERTY

- 6.1 The User:
 - 6.1.1 acknowledges that it is aware that the Intellectual Property in and otherwise associated with or arising from the use of the Service or Software Product is owned or licensed by SAI Global Property, the applicable Authority or Software Licensor and that the User has no rights of ownership over any Authority Information or any derivative work, images or visual representations associated with or arising from the use of the Software product;
 - 6.1.2 will not use any Authority Information or Software Product in a manner that infringes any party's (including an Authority or Software Licensor's) Intellectual Property rights in the Authority Information or Software Product;
 - 6.1.3 except to the extent embodied in Authority Information or derivative work, image or visual representation (and only in the form provided by the Service or Software Product), must not use any logo, trademark, name or other identifying label of SAI Global Property, any Authority or Software Licensor under any circumstances; and
 - 6.1.4 acknowledges that by using the Service and/or Software Product, the User does not acquire ownership of any Intellectual Property rights arising or subsisting in the Services or Software Product, including but not limited to the content accessed by the User from using the Service or Software Product.

7 FORCE MAJEURE

- 7.1 SAI Global Property shall have no liability for any delay, loss or damage (including consequential loss) caused to the User directly or indirectly by the unavailability of access to the Service or Software Product arising from any cause beyond the reasonable control of SAI Global Property, including without limitation power or mechanical failure, natural or human-caused disaster, acts of war or public enemies, strikes, embargo or any other form of disruption whatsoever.

8 ASSIGNMENT

- 8.1 The User may not assign or novate the benefit of this Agreement to any person.
- 8.2 SAI Global Property may assign or novate the benefit of this Agreement to a Related Entity provided that seven (7) days' notice of such assignment or novation is provided to the User.

9 VARIATION

- 9.1 SAI Global Property may amend or vary any term or condition of this Agreement by:
 - 9.1.1 providing seven (7) days' notice of the amendment or variation to the User, in which case the User's continued use of SAI Global Property Service shall be deemed to be acceptance of such amendment or variation; or
 - 9.1.2 requiring the User to accept this Agreement inclusive of such variations or amendments by clicking *"I Accept"* at the time of logging on to the SAI Global Property Website or otherwise accessing the Service.

10 INFORMATION SUPPLIED BY USERS

- 10.1 The User warrants that it is responsible for the accuracy, completeness and currency of the information submitted to SAI Global Property, any Authority or Software Products Licensor through the use of the Service or Software Product.

- 10.2 If, due to the inaccurate, incomplete or non-current information which the User supplies or has supplied:

- 10.2.1 there is an error in any information sent to the User; or

- 10.2.2 the wrong information is sent to the User;

neither SAI Global Property, any Authority Software Product Licensor or third party will be liable for any loss or damage (including consequential loss or damage, which includes, without limitation, loss of profits, business, revenue or data) arising from the use of the Service or Software Product.

- 10.3 If the User seeks Restricted Request information, it will only do so if the User has first obtained the freely given specific and informed consent of the individual the subject of the Restricted Request ("Individual") to the collection or use or disclosure (whichever is applicable) by SAI Global Property, a Software Product Licensor, an Authority and/or the User of the information of that Individual as set out in the Restricted Request in respect of that Individual.

- 10.4 Each time the User submits a Restricted Request, the User represents and warrants to SAI Global Property, a Software Product Licensor or Authority that the User has first obtained the freely given specific and informed consent of the Individual and all other approvals required under law to the collection or use or disclosure (whichever is applicable) by SAI Global Property, a Software Product Licensor, an Authority and/or the User of the information of that Individual as set out in the Restricted Request in respect of that Individual.

11 THIRD PARTY CONDITIONS AND INFORMATION

- 11.1 The User acknowledges that SAI Global Property is a party to various agreements with third parties, including Authorities and Software Licensors ("Third Party Agreements") which enable the delivery of Authority Information and other services via the Service and/or Software Product.

- 11.2 The User further acknowledges that a breach of this Agreement by the User may represent a breach by SAI Global Property of one or more Third Party Agreements. The User will indemnify, and keep indemnified, SAI Global Property in respect of any cost, expense, damage, loss or liability resulting from any such breach.

- 11.3 Subject to this Agreement, the User acknowledges that information passed between an Authority, a Software Product Licensor, SAI Global Property and the User is confidential and that all reasonable precautions are taken by SAI Global Property to ensure confidentiality.

- 11.4 The User acknowledges that information may be transmitted to it through a medium and in any format or form as required or specified by an Authority or Software Products Licensor from time to time, and, as such, SAI Global Property may not have the choice as to through which medium and in which format or form the information is transmitted. For example, an Authority may specify that certain Authority Information must be supplied by facsimile, in which case such Authority Information will be supplied to the User by facsimile only.

- 11.5 The User warrants that it will not hold itself out as:

- 11.5.1 being part of or a representative of any Authority or Software Product Licensor; or

- 11.5.2 having the approval of any Authority or Software Product Licensor.

- 11.6 The User acknowledges and is aware of and agrees to comply with SAI Global Property's security obligations contained in any Third Party Agreements in respect of the provision of Authority Information as notified to Users by SAI Global Property or an Authority from time to time.

12 PERSONAL INFORMATION

- 12.1 The User acknowledges that where Personal Information, or any other information with respect to User's use of the

- Service or Software Product, is provided to SAI Global Property and SAI Global Property is required under any law or pursuant to any agreement (including this Agreement) or arrangement to disclose that Personal Information or any other information with respect to User's use of the Service or Software Product, the User consents, and has the authority to consent, to such disclosure.
- 12.2 Unless otherwise authorised by the Agreement or otherwise by law, SAI Global Property will use Personal Information held by SAI Global Property only for the purposes of fulfilling its obligations under this Agreement.
- 12.3 A User requiring access to any Personal Information held in connection with any Authority Information or arising from any Authority agreement made between SAI Global Property and that Authority acknowledges that any Personal Information so accessed must not be used, disclosed or retained except in performing his or her duties of employment or contractual obligations.
- 12.4 The User agrees to indemnify SAI Global Property, each Authority and each Software Product Licensor in respect of any loss, liability or expense suffered or incurred by SAI Global Property, any Authority or Software Product Licensor arising out of or in connection with a breach by the User of any obligations regarding the misuse or disclosure of Personal Information or any disclosure amounting to a breach of an obligation of confidence arising out of the User's use of the a Service or Software Product.
- 12.5 The User consents to SAI Global Property collecting and disclosing to Authorities or Software Product Licensor details of the information obtained by the User for the purpose of reconciling accounts between SAI Global Property, the Authority and Software Product Licensor and SAI Global Property and the User.
- 12.6 The User acknowledges that SAI Global Property may maintain records, and consents to the maintenance of such records, for Authorities and Software Product Licensors which may include one or more of:
- 12.6.1 the name or contact name of each User accessing the Service;
- 12.6.2 where applicable, the business/company name of the User;
- 12.6.3 the address of the User, e-mail address and/or computer IP address and terminal identification of the User;
- 12.6.4 the date and time each item of Authority Information was requested or date, time and manner of using the Software Product;
- 12.6.5 the total number of each type of search request made by Users during any period; or
- 12.6.6 the total amount of Fees payable for each search type requested during the month.
- 12.7 SAI Global Property may retain all records and information, including Personal Information for such a period as SAI Global Property determines or requires following the expiry or termination of this Agreement, but SAI Global Property acknowledges that such Personal Information will not be retained for any period longer than is permitted by law, including the Privacy Laws.
- 12.8 The User agrees that an Authority or Software Product Licensor at its request may inspect and copy all relevant records and any other information held by SAI Global Property in relation to this Agreement.
- 12.9 The User warrants that it will comply with the Privacy Laws in respect of use of the Service.
- 12.10 The User agrees that SAI Global Property may disclose Personal Information to Software Product Licensors or otherwise use Personal Information so as to improve its services and product offering to Users. The information SAI Global Property plans to disclose or use includes
- Users searches and product use information and these information will be used to, inter alia, analyse and monitor search patterns for the purpose of assessing effectiveness of training and ongoing product development.
- 12.11 The User acknowledges that it has read a copy of SAI Global Limited's Privacy Policy for its Australian operations, such policy as is set out on the website at [SAI Global Ltd Privacy Policy](#), and agrees to the terms therein. In the event that a provision in the Privacy Policy is inconsistent with a provision in this Agreement, the provision in this Agreement prevails to the extent of the inconsistency.
- 13 NOTICE**
- 13.1 Any notice required to be given under this Agreement by:
- 13.1.1 the User to SAI Global Property must be in writing, and must be sent to the SAI Global Property's registered address unless SAI Global Property has supplied a contact email address to the User, in which case the email address may be used; and
- 13.1.2 SAI Global Property to the User may, at SAI Global Property election, be:
- (a) in writing and sent to the User at the User's registered address or email address; or
- (b) posted on SAI Global Property Website.
- 13.2 Notices sent by post will be deemed delivered on the second business day after posting. Notices sent by email will be deemed delivered 24 hours after sending, providing an email acknowledging receipt is sent by the party receiving notice. Notices posted on SAI Global Property Website will be deemed delivered immediately following the posting.
- 14 SEVERABILITY**
- 14.1 Any provision of this Agreement which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Agreement enforceable, unless this would materially change the intended effect of this Agreement.
- 15 COMPLIANCE WITH APPLICABLE LAW**
- 15.1 The User represents and warrants to SAI Global Property that it will comply with all applicable laws and regulations in using the Service and or Software Products (including but not limited to privacy and data protection laws).
- 16 ANTI-BRIBERY**
- 16.1 The User agrees that:
- 16.1.1 it shall not commit, authorise or permit any action which would cause SAI Global Property and/or SAI Global Property's affiliates to be in violation of any applicable anti-bribery laws or regulations;
- 16.1.2 this obligation applies in particular to illegal payments to government officials, representatives of public authorities or their associates, families or close friends; and
- 16.1.3 it will never offer or give, or agree to give, to any employee, representative or third party acting on SAI Global Property's behalf nor accept, or agree to accept from any employee, representative or third party acting on SAI Global Property's behalf, any gift or benefit, be it monetary or otherwise, that could breach any law or policy applicable to SAI Global Property.
- 16.2 The User will notify SAI Global Property immediately if it:
- 16.2.1 becomes aware;
- 16.2.2 has reason to believe; or
- 16.2.3 has any specific suspicion

that there has been or will be a breach of this clause 16.1 or there was corruption involved with regard to the negotiation, conclusion or performance of this Agreement

16.3 Any breach of this clause 16.1 by the User, its employees, agents or sub-contractors (whether with or without the knowledge of the User) will be deemed a material breach of this Agreement, and will entitle SAI Global Property to recover from the User the amount of any loss resulting from such material breach and to recover from the User the amount or value of any such gift, consideration or commission.

16.4 The User acknowledges that it has read a copy of SAI's Whistleblowing Policy (as set out on its website at [SAI Governance Policies](#)) including reporting hotline procedures and communicated the same to its relevant employees, agents and contractors.

17 GOVERNING LAW

17.1 This Agreement is governed by the laws of the State of New South Wales. SAI Global Property and the User submit to the exclusive jurisdiction of the courts of New South Wales in respect of any proceedings in connection with this Agreement.

18 ANNEXURE A - ADDITIONAL PROVISIONS RELATING TO ACCESSING AUTHORITY INFORMATION

18.1 Annexure A forms part of this Agreement.

18.2 The User accessing Authority Information acknowledges and agrees to comply with the provisions specified in Annexure A.

18.3 Defined terms for the purposes of Annexure A have the same meaning as such terms used in the main body of this Agreement, unless otherwise defined in the relevant provisions in Annexure A.

18.4 In the event that a provision in Annexure A is inconsistent with a provision in the main body of this Agreement, the provision in Annexure A prevails to the extent of the inconsistency.

18.5 If SAI Global Property gives notice that a term set out in Annexure A is required to be amended in order to comply with SAI Global Property's agreement with an Authority, the User is deemed to have accepted any amendment unless it advises SAI Global Property that it does not accept the amendment within 15 days from the date of the written notice in which case this Agreement is thereupon immediately terminated.

19 ANNEXURE B – ADDITIONAL PROVISIONS RELATING TO COVENANCING DIRECTORY

19.1 Annexure B forms part of this Agreement,

19.2 A User who provides User's Data, acknowledges and agrees to also comply with the provisions specified in Annexure B.

19.3 Defined terms for the purposes of Annexure B have the same meaning as such terms used in the main body of this Agreement, unless otherwise defined in Annexure B.

19.4 In the event that a provision in Annexure B is inconsistent with a provision in the main body of this Agreement, the provision main body of this Agreement prevails to the extent of the inconsistency.

20 ANNEXURE C – ADDITIONAL PROVISIONS RELATING TO SETTLEMENT ROOM

20.1 Annexure C forms part of this Agreement,

20.2 A User who intends to use or uses *Settlement Room*, acknowledges and agrees to also comply with the provisions specified in Annexure C.

20.3 Defined terms for the purposes of Annexure C have the same meaning as such terms used in the main body of this Agreement, unless otherwise defined in Annexure C.

20.4 In the event that a provision in Annexure C is inconsistent with a provision in the main body of this Agreement, the provision main body of this Agreement prevails to the extent of the inconsistency.

21 ANNEXURE D - ADDITIONAL PROVISIONS RELATING TO RP DATA

21.1 In accessing any RP Data integration component, the User accepts:

- the Privacy Law acknowledgement as set out in clause 21.2, if the integration contains any owner name details; and
- the RP Data Terms and Conditions as set out in the attached hyperlink - [RP Data Terms & Conditions](#) and agrees these terms and conditions for part of this Agreement. To the extent there are any inconsistency between the RP Data Terms & Conditions and the provisions in this Agreement, the provisions in this Agreement prevail to the extent of the inconsistency.

21.2 The User agrees that:

21.2.1 that information provided by RP Data Pty Limited and any of its associated entities is for the sole use of the recipient and shall be used in accordance with all Privacy Laws; and

21.2.2 that all data being transferred to RP Data Pty Limited and any of its associated entities has been collected in accordance with the requirements under the Privacy Laws.

21.3 Annexure D forms part of this Agreement.

21.4 The User accessing information published by RP Data acknowledges and agrees to also comply with the provisions specified in Annexure D.

21.5 Defined terms for the purposes of Annexure D have the same meaning as such terms used in the main body of this Agreement, unless otherwise defined in Annexure D.

21.6 In the event that a provision in Annexure D is inconsistent with a provision in the main body of this Agreement, the provision main body of this Agreement prevails to the extent of the inconsistency.

22 ANNEXURE E - ADDITIONAL PROVISIONS RELATING TO PEXA PLATFORM

22.1 Annexure E forms part of this Agreement,

22.2 A User who intends to access PEXA Platform acknowledges and agrees to also comply with the provisions specified in Annexure E.

22.3 Defined terms for the purposes of Annexure E have the same meaning as such terms used in the main body of this Agreement, unless otherwise defined in Annexure E.

22.4 In the event that a provision in Annexure E is inconsistent with a provision in the main body of this Agreement, the provision main body of this Agreement prevails to the extent of the inconsistency.

ANNEXURE A - additional provisions relating to accessing Authority Information

1 Accessing Authority Information

- 1.1 The User warrants that, unless otherwise stated in this Agreement, it will:
- 1.1.1 not alter the format, meaning or substance of any Authority Information; and
 - 1.1.2 not augment or incorporate the Authority Information with any other data or product in such a way as to change, or cause any person to be misled as to, the context or meaning of the Authority Information.

2 Liability

- 2.1 Access to any Authority Information will be subject to the availability of the Authority Information as made available by the relevant Authority from time to time.
- 2.2 SAI Global Property shall not be responsible for any inaccuracy, defect or error in any Authority Information.
- 2.3 The User acknowledges that the Authorities providing Authority Information cannot and do not warrant that their databases are free of inaccuracies, defect or errors. Unless otherwise explicitly stated in writing from the relevant Authority in this Agreement or otherwise, the Authorities will not be responsible for any such inaccuracy, defect or error in their databases or in any software for accessing or searching those databases and will not be liable for any loss or damage (including consequential loss or damage, which includes, without limitation, loss of profits, business, revenue or data) arising from the use of the Service.
- 2.4 Notwithstanding the previous paragraph, if the User obtains Authority Information from the State of Queensland (Department of Natural Resources and Mines), the State of Queensland (Department of Natural Resources and Mines) will be liable to compensate the User in accordance with the provisions of Subdivision C of Division 2 of Part 9 of the Land Title Act 1994 (Qld) (as amended) if the User suffers deprivation of a lot, interest in a lot or loss or damage in accordance with the Land Title Act. Where the User is entitled to compensation against the State of Queensland (Department of Natural Resources and Mines) pursuant to the above-mentioned provisions of the Land Title Act, the User agrees that it will seek compensation in accordance with the provisions of the Land Title Act.
- 2.5 The Authority Information is only valid at the time, date and in the form obtained through the use of the Service. SAI Global Property and the Authorities accept no responsibility for any subsequent release, publication or reproduction of this information.

3 Intellectual Property

- 3.1 The User:
- 3.1.1 is licensed to use Authority Information strictly for its own internal business purpose and must not sub-licence this right to any other party without the prior written consent of SAI Global Property; and
 - 3.1.2 will not use or permit to be used any Authority's Intellectual Property or any modification thereof without the prior written consent of the Authority (which may be withheld by the Authority at its absolute discretion).

4 Confidential Information

- 4.1 If SAI Global Property makes available Authority Information to a User and advises the User that the Authority Information is confidential (**Confidential Information**), the User must:

- 4.1.1 keep the Confidential Information confidential and not make public, disclose or use it for any purpose other than that for which it was obtained;
- 4.1.2 not disclose or permit the disclosure of the Confidential Information to any unauthorised persons;
- 4.1.3 take all steps and do all things necessary, prudent or desirable to safeguard the confidentiality of the Confidential Information (which may include the execution of individual confidentiality undertakings at an Authority's request);
- 4.1.4 dispose of all documents containing or relating to Confidential Information immediately after those documents cease to be required for the User's internal business purposes; and
- 4.1.5 comply with any specific directions from SAI Global Property or the relevant Authority with respect to such Confidential Information.

5 NSW LAND REGISTRY SERVICES

- 5.1 For the purposes of this section 1, the following definitions and provisions apply in respect of Authority Information obtained from New South Wales Land Registry Services (LRS) formerly known as Land and Property Information New South Wales (**LPI**) in relation to the provision of Services by SAI Global Property to the User under this Agreement.

Property Information means the types of information and data provided by NSW Land Registry Services (formerly LPI)

- 5.2 The User will not:

- 5.2.1 use Property Information other than for its own personal or business purposes;
- 5.2.2 on-sell and/or sub-licence Property Information in any form to any other person;
- 5.2.3 alter the format, meaning or substance of any Property Information supplied; and
- 5.2.4 make copies of the Property Information other than is reasonably required for its personal or business purposes or for back up purposes.

6 QLD DNRM OPEN LICENCE INFORMATION

- 6.1 For the purposes of this section 6, the following definitions and provisions apply in respect of Authority Information obtained from the Queensland Department of Natural Resources, Mines and Energy (**Qld DNRM**) in relation to the provision of Services by SAI Global Property to the User under a Limited Use Licence agreement.

Direct Marketing means one to one marketing using personal details (eg name, address, email address), normally supported by a database, which uses one or more advertising media to effect a measurable response and/or transaction from a person (including a corporation or organisation) and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering.

Licensed Data means data that is owned by or licensed to Qld DNRM and has been licensed to SAI Global Property under an agreement.

Licensed Data Product(s) means any Value Added product derived from or based on the Licensed Data or any Licensed Data Product(s) and produced by SAI Global Property.

- Privacy Laws** means any legislation (or mandatory government policy, where applicable) enacted by Federal or State agencies in relation to privacy and includes the Privacy Act 1988 (Cth) and Information Privacy Act 2009 (Qld).
- Value Add/Added/Adding** means any repackaging which irreversibly changes the form of the Licensed Data or any augmenting or incorporation of the Licensed Data with other data. Conversion onto a different media or the translation into a different format (e.g. changing colour and formatting) of Licensed Data is not Value Adding.
- 6.2 The User agrees that it will not use the Licensed Data Product(s) with the intention of encroaching upon the privacy of an individual or for Direct Marketing and it will comply with the Privacy Laws.

7 QLD DNRM ONLINE DISTRIBUTOR LICENCE AGREEMENT

- 7.1 For the purposes of this section 7, the following definitions and provisions apply in respect of Authority Information obtained from the State of Queensland (as represented by the Department of Natural Resources, Mines and Energy) (**Qld DNRM**) in relation to the provision of Services by SAI Global Property to the User under this Agreement.

Direct Marketing means one to one marketing using personal details (eg name, address, email address), normally supported by a database/resource, which uses one or more advertising media to effect a measurable response and/or transaction from a person (including a corporation or organisation) and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering.

Information Product means an online product supplied through online access search types (eg Title Search)

Personal Information means information or an opinion (including information or an opinion forming part of database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

- 7.2 The User acknowledges that it has no rights of ownership in the Information Products and all intellectual property rights including copyright in the Information Products that Qld DNRM or the copyright owner has, are retained by Qld DNRM or the copyright owner.
- 7.3 The User acknowledges that, except for sub-section 7.5 (Statutory Compensation) below, Qld DNRM does not guarantee the accuracy or completeness of the Information Products, and does not make any warranty about the Information Products.
- 7.4 The User agrees that, except for the sub-section 7.5 below, Qld DNRM is not under any liability to it for any loss or damage (including consequential loss or damage) from its use of the Information Products.
- 7.5 The provisions of sub-sections 7.3 and 7.4 above are subject to the provision that the State of Queensland through Qld DNRM will be liable to compensate the User in accordance with the provisions of Subdivision C of Division 2 of Part 9 of the Land Title Act 1994 (as amended) if the User suffers deprivation of a lot, interest

in a lot or loss or damage in accordance with the Land Title Act. Where the User is entitled to compensation against the State of Queensland through Qld DNRM pursuant to the above-mentioned provisions of the Land Title Act, the User agrees that it will seek compensation in accordance with the provisions of the Land Title Act.

- 7.6 The User agrees that it will not use, other than for the purpose for which the Information Products are provided under this agreement, or disclose to any other person, any Personal Information contained in the Information Products.
- 7.7 The User agrees that it will not use the Information Products for Direct Marketing.
- 7.8 The User accepts that the use of the Information Products by it will be limited to its own personal use or for use in the ordinary course of its business. It will not on-sell or distribute the Information Products to any other third party, nor will it produce any products incorporating the Information Products except with the prior written approval of Qld DNRM.
- 7.9 Notwithstanding any other provision in this Agreement, the User agrees that the terms governing the use and access of Information Product from Qld DNRM shall be governed by and construed in accordance with the law of the State of Queensland, Australia.

8 VIC LANDATA INFORMATION

- 8.1 For the purposes of this section 8, the following definitions and provisions apply in respect of Landata Information obtained from the State of Victoria and must be read in conjunction with the Agreement between SAI Global Property (**Licensee**) and the State.

Ad hoc Customer means a person who requests Licensed Material from the Licensee by way of telephone, mail, fax, email or via the Internet and who is not a "Customer" for the purposes of the Licence Agreement.

Authorised Purposes means:

- (a) dealings with interests in land authorised by Law
- (b) a purpose directly related to such dealing provided that the purpose is not contrary to any Law; or
- (c) an enquiry relating to land or the ownership of land recorded in the Register provided that the enquiry or the purpose of enquiry is not contrary to Law;

but does not mean:

- (d) data aggregation, data matching, marketing, compilation of mailing lists, list brokering of the Licensed Material or any related purpose except to the extent that such data aggregation, data matching, marketing, compilation of mailing lists, list brokering of the Licensed Material or related purpose is required by law (including any obligation under a court order).

Crown Land Status Information means information in relation to Crown land that may include land description, whether and for what purposes it is reserved and reference to related instruments.

Customer means the person who has entered into a "Customer Agreement" with the Licensee in accordance with clause 12

	of the Licence Agreement for access to the Licensed Material.	8.2	The Customer or User is prohibited from:
Land Index	means the electronic cross reference table listing registered proprietors, title particulars, parcel and property identifiers of properties located in the State of Victoria maintained by the State.	8.2.1	providing, on selling or distributing the Licensed Material in any format (including by way of online service) to any other party unless the Customer is also a Third Party, or the Licensed Material is provided for an Authorised Purpose;
LANDATA® System	means the computerised system operated by the State, and as varied from time to time, which currently provides access to the Licensed Material.	8.2.2	altering the format, meaning or substance of the Licensed Material;
Law	means the requirements of all Acts of the Parliament of Victoria and of the Commonwealth of Australia and the requirements of all ordinances, regulations, laws, orders and proclamations made or issued under any such Acts or ordinances and with the lawful requirements of public and other authorities in any way affecting or applicable to this Agreement.	8.2.3	assembling or compiling, attempting to assemble or compile or directly or indirectly allowing or causing another person to assemble or compile or attempt to assemble or compile a database, directory or similar device which is similar in content, functionality or any other respect to the Register or Land Index;
Licence Agreement	means the LANDATA® Licensing Agreement for Titles and Property Certificate Information between the Licensee and the State.	8.2.4	extracting data from the Licensed Material, or directly or indirectly allowing or causing another person to extract data from the Licensed Material, using screen scraping, web scraping or any other similar data extraction techniques; and
Licensee	means the Licensee to the Agreement.	8.2.5	using the information available from the Licensed Material for other than the Authorised Purposes. (a) Authorised Purposes.
Licensed Material	means the material identified in Schedule 1 of the Licence Agreement and any update or new release of that material.	8.3	The Customer or User must execute a deed in the form of Schedule 5 to the Licence Agreement before the Licensee or Third Party (as applicable) is permitted to provide the Customer or User with access to the Land Index (such Deed shall be provided by the Licensee to the Customer upon request by the Customer).
Property Enquiry Data	means details obtained from various statutory bodies relating to a property in Victoria but excluding Title Search Data.	8.4	The Customer or User will not copy or reproduce any information derived from the Land Index and will take all reasonable precautions to prevent its employees, agents, or contractors from accessing or copying the information so derived, unless:
Property Transaction Alert Service	means the service of providing alerts relating to property-transactions including: (a) for specified folios of the Register — notice of lodgement of dealing(s) (b) for specified unregistered plans of subdivision — notice of the lodgement of the plan or other dealing(s) affecting the plan; and (c) for specified registered plans of subdivision — notice of the lodgement of dealing(s) affecting the registered proprietor of any lot in the plan of subdivision.	8.4.1	a copy or reproduction is for an Authorised Purpose;
Register	has the same meaning as in section 4 of the Transfer of Land Act 1958 (Vic).	8.4.2	the State has approved in writing its copying or reproduction; or
State	means the Crown in right of the State of Victoria.	8.4.3	all persons to which that part of the Land Index relates have given written consent to such copying or reproduction.
Title Search Data	means information consisting of the details of the Register including title particulars, final search, historical search, plans and lodged instruments.	8.5	The Customer or User acknowledges and agrees that:
Third Party	means a Customer who has entered into an agreement with the Licensee in accordance with clause 12.1 of the Licence Agreement to have access to and the right to re-supply access to the LANDATA® System to Users	8.5.1	copyright in all information from the Register is owned by the State or its licensors. No part of the Licensed Material supplied may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth), pursuant to written agreement or to the extent required for the purpose of compliance with section 32 of the Sale of Land Act 1962 (Vic);
User Agreement	an agreement between a Third Party and a User entered into in accordance with clause 12 of the Licence Agreement under which the User is granted access to the LANDATA® System by the Third Party.	8.5.2	the State does not warrant the accuracy or completeness of the Property Enquiry Data, the information in the Property Transaction Alert Service, the information in the Land Index or Crown Land Status Information or other information made available by the LANDATA® System other than Title Search Data and any person using or relying upon such information does so on the basis that the State bears no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information; and
		8.5.3	the information from the Register is valid at the time and in the form obtained from the LANDATA® System only. The State accepts no responsibility for any subsequent release, publication or reproduction of the information from the Register. The State accepts no responsibility for information or data other than that which is part of the Register as provided for in the Transfer of Land Act 1958 (Vic).

- 8.6 The Customer or User acknowledges that where a Customer or User has access to Property Enquiry Data the Customer or User is responsible for the accuracy and completeness of the information submitted in each application and that if due to the inaccurate or incomplete information which the Customer or User supplies:
- 8.6.1 there is an error in the Register search statement or property certificate sent to the Customer or User: or
- 8.6.2 the wrong Register search statement or property certificate is sent to the Customer or User,
- the Licensee is still responsible for the payment of the fees and charges for such certificate under the Licence Agreement.
- 8.7 The Customer or User consent to the collection and use of the information by the State through the LANDATA® System, which information is provided by the Customer or User when using the LANDATA® System. The information may be collected, used and disclosed by the State for all purposes associated with the use and operation of LANDATA®, the LANDATA® System and all related administration and operations of the State.
- 8.8 The Customer or User must maintain a record of all persons who are given access to the Licensed Material throughout the term of its agreement with the Licensee or Third Party (as applicable) and for not less than 7 years from the date of termination or expiration of the agreement, except where the Customer or User is an Australian legal practitioner within the meaning of the Legal Profession Uniform Law, the Customer or User must maintain the record in accordance with the Legal Profession Uniform Law. The Customer or User is not required to maintain records of persons who are given access to the Licensed Material where such access is limited to Licensed Material reproduced in a vendor statement received by that person (and which vendor statement was produced and disclosed in accordance with Law).
- 8.9 The Customer or User may only use the data stored for the purpose of the Enquiry for which it was originally made, or for an Authorised Purpose.
- 9 WA LANDGATE INFORMATION**
- 9.1 For the purposes of this section 9, the following definitions and provisions apply in respect of Authority Information obtained from Landgate in relation to the provision of Services by SAI Global Property to the User under this Agreement.
- WA Landgate Information** means the following Information obtained from Australian Land Information Authority (Landgate):
- (a) certificates of title;
 - (b) check searches;
 - (c) survey document; and
 - (d) Transfer Land Act 1893(WA) document
- 9.2 The User acknowledges and agrees that all intellectual property rights in WA Landgate Information and any data derivative thereof are the property of Landgate.
- 9.3 The User acknowledges that Landgate may at any time modify the hours of operation of its service and during such times, WA Landgate Information may be inaccessible.
- 9.4 The User will not use or permit to be used the logo of Landgate or any modification thereof without the written consent of Landgate.
- 9.5 The User must not:
- 9.5.1 use the WA Landgate Information unless it is for its internal use;
- 9.5.2 reproduce, supply, on-sell, sub-licence, disclose or otherwise provide WA Landgate Information in any form to any other person;
- 9.5.3 alter the format, meaning or substance of any WA Landgate Information supplied;
- 9.5.4 display, distribute, sell, licence, hire, let, trade or expose WA Landgate Information for sale;
- 9.5.5 search WA Landgate Information by any restriction imposed by Landgate for reasons relating to the privacy legislation or an information suppression notice.
- 9.6 The User acknowledges and agrees that when it is using, dealing with and accessing the WA Landgate Information the WA Landgate Information remains the sole and absolute property of Landgate as legal and equitable owner, until all money due to Landgate has been paid by SAI Global Property. WA Landgate Information will however, be at SAI Global Property and User's risk from the time of delivery to them. In relation to the WA Landgate Information the User must:
- 9.6.1 ensure that the WA Landgate Information is readily identifiable as Landgate's when stored on any User's system.
- 9.6.2 always act ethically in connection with the WA Landgate Information and Landgate's business and in accordance with good corporate governance properties;
- 9.6.3 act in good faith at all times towards Landgate and provide assistance and co-operation as practicable, to SAI Global Property if reasonably necessary for SAI Global Property to comply with a request of Landgate;
- 9.6.4 not demean, defame or otherwise denigrate Landgate;
- 9.6.5 share any information with SAI Global Property, which is likely to benefit Landgate in the marketing or use of the WA Landgate Information;
- 9.6.6 ensure that any notices relating to intellectual property rights appearing in or on the WA Landgate Information are not altered or removed;
- 9.6.7 not release the WA Landgate Information to any third party where that party intends to use the WA Landgate Information for the purpose of marketing that third parties' goods or services;
- 9.6.8 if reasonably necessary for SAI Global Property to comply with a request of Landgate, provide assistance requested by SAI Global Property in relation to an investigation of an allegation or misuse of any WA Landgate Information, or contravention of the Privacy Act 1998 (Cth) and any State privacy legislation which may be enacted during the Term;
- 9.6.9 comply with any written suppression notice supplied for reasons of personal security and safety by Landgate requiring any WA Landgate Information to be deleted or amended;
- 9.6.10 only release publicity statements or any other form of advertisement or promotion that specifically refers to Landgate or WA Landgate Information where the User has:
- (a) obtained prior written approval (including by email) from Landgate's authorised delegate, which approval will not be unreasonably withheld; and
 - (b) notified Landgate at least 24 hours written notice prior to any such release;
 - (c) (c) advised Landgate of any media report in relation to the WA Landgate Information of which the User is aware not less than 24 hours prior to the report being published;
- 9.6.11 not permit commercial filming or recording in relation to WA Landgate Information, without requiring SAI Global Property on the User's behalf

- to obtain the Landgate authorised delegate's prior written approval.
- 9.6.12 only acquire and or distribute any WA Landgate Information in accordance with the following security requirements:
- (a) the User must effect and maintain adequate security measures to ensure that any WA Landgate Information is not used or accessed by any third party who is not permitted under this Agreement to use or have access to the same;
 - (b) the User must take all reasonable steps that a prudent operator in a similar situation would take to prevent unauthorised physical access, damage and interference to the User's premises or facilities;
 - (c) the User must have formal procedures in place to:
 - (i) provide protection (eg firewall) against intrusion and uncontrolled access to any WA Landgate Information through the internet;
 - (ii) ensure any WA Landgate Information is properly secured from interference when it is being transferred across the internet.
- 9.6.13 immediately notify SAI Global Property of any activity that may breach the security measures referred to in sub-section 9.6.12. The User acknowledges and agrees that SAI Global Property may inform Landgate of this breach.
- 9.6.14 where there is a breach of any security measure referred to in sub-section 9.6.12, co-operate with SAI Global Property to correct this within 14 days of notification to SAI Global Property of such a breach.
- 9.6.15 do all things within their power to prevent the unauthorised use or disclosure of the Title Products and any related information;
- 9.6.16 ensure the WA Landgate Information is only used for lawful purposes;
- 9.6.17 not store any WA Landgate Information (or any part of the WA Landgate Information) except for the purposes for which it was provided by SAI Global Property;
- 9.6.18 not create data or other products which are the same as or substantially similar to the WA Landgate Information, or reverse engineer or rework the WA Landgate Information or:
- (a) by any means use any outputs, whether or not from the WA Landgate Information;
 - (b) by any means use any combination of data which includes the WA Landgate Information; or
 - (c) permit any third party to do the same, except as permitted by Law.
- 9.6.19 comply with all regulations, restrictions and conditions imposed by any legislation for the use of, access to, storage of or dealing with the WA Landgate Information. This includes, but is not limited to, the requirements of the Privacy Act 1998 (Cth).
- 9.7 The User acknowledges and agrees:
- 9.7.1 that if it fails to correct the non-compliance specified in sub-section 9.6.13, SAI Global Property may refuse to allow the User to access WA Landgate Information until this security breach is corrected;
- 9.7.2 to only use any WA Landgate Information on the User's premises and through the connection provide to it by SAI Global Property; and
- 9.7.3 to submit to any test of the physical security of the system through which it accesses the WA Landgate Information if Landgate requires this to ensure compliance with the security requirements set out above.
- 10 PPSR**
- 10.1 For the purposes of this section 10, the following definitions and provisions apply to utilising the Services provided by SAI Global Property with respect accessing and using the PPSR and PPSR information (**PPSR Services**).
- Austroads** means Austroads Ltd ABN 16 245 787 323.
- NEVDIS Data** means motor vehicle information provided to the User from the National Exchange of Vehicle and Driver Information System maintained by Austroads.
- NEVDIS Data Provider** means Austroads and any other Australian State or Territory, Commonwealth or New Zealand government entity that from time to time provides information forming part of the NEVDIS Data.
- PPS Act** means the *Personal Property Securities Act 2009* (Cth).
- PPSR** means the Personal Property Securities Register established under the PPS Act and associated data, information, material, applications, systems, functionality, infrastructure, websites (including any relevant Third Party Facility) or other things designated by the Registrar to form part of the "PPSR".
- PPSR Information** means all data, information or material of any kind (including data, information and material provided by persons other than the Registrar) contained in or made available via the PPSR and includes NEVDIS Data.
- PPSR Services Registrar** has the meaning given in sub-section 10.1.
- Third Party Facility** means the Personal Property Securities Registrar and where the context requires includes any delegate of the Personal Property Securities Registrar.
- Third Party Facility** means any system, service, function, facility, data, information or material provided by or sourced by the Registrar from a third party.
- Unauthorised Purpose** includes any use that breaches or is inconsistent with the PPS Act or that the Registrar deems is unauthorised.
- 10.2 The User acknowledges and agrees that:
- 10.2.1 only the User's appropriately authorised representatives will access and use of the PPSR Services and that prior to such access or use, all such representatives will be made aware of the contents of this section 6 and will agree to comply with it;
- 10.2.2 any information and material provided with respect to accessing or using the PPSR Services will be:

- (a) true, complete and fully correct;
 - (b) not in any way misleading or deceptive;
 - (c) updated as necessary to ensure that at all times it remains true, complete, fully correct and not in any way misleading or deceptive;
 - (d) duly authorised to be provided to the Registrar for use by the Registrar and, as relevant, to be included in the PPSR and made available as PPSR Information, and that such provision and use will not breach any law or infringe any right of any person;
- 10.2.3 the User and the User's representatives will:
- (a) strictly comply with all laws relevant to the User's use and access of the PPSR Services;
 - (b) if requested by SAI Global Property or the Registrar, promptly provide all requested information with respect to the User's use and access of the PPSR Services;
- 10.2.4 the User and its representatives will strictly comply with all instructions and guidance to the User by the Registrar with respect to the PPSR, PPSR Information or any related matter;
- 10.2.5 the User is fully responsible for and liable for all use of the PPSR Services through the User's account with SAI Global Property and this includes any unauthorised use;
- 10.2.6 the User will ensure that all the User's details are kept up-to-date and accurate;
- 10.2.7 SAI Global Property may suspend or terminate the User's access to the PPSR Services if:
- (a) required by the Register; or
 - (b) SAI Global Property forms the view, at its absolute discretion, that this is likely to be required by the Register; and
- this right applies in addition to any other right which SAI Global Property might have under this Agreement to suspend or terminate the User's account;
- 10.2.8 the Registrar may use any contact details provided by the User when using or accessing the PPSR or PPSR Information for the purposes providing the User with any advice or notice, as the Registrar deems necessary;
- 10.2.9 other than as may be provided in this section 6, the User obtains no rights in, or in respect to the PPSR and the PPSR Information.
- 10.3 Unless specifically authorised by the PPS Act or by the Registrar, in writing (and in addition for NEVDIS Data, also by AustRoads, in writing), the User must ensure that the User and any persons accessing or using the PPSR or PPSR Information through the User's account with SAI Global Property:
- 10.3.1 does so exclusively for the User's own purposes;
 - 10.3.2 does not collect, store or use the PPSR Information for any purposes associated with the provision or potential provision of, any information service to any person; and
 - 10.3.3 not use, condone the use of or be in any involved in the use of the PPSR for any Unauthorised Purpose.
- 10.4 The User acknowledges that:
- 10.4.1 knowingly providing false or misleading information to a person including the Commonwealth can amount to an offence under section 137.1 of the Criminal Code (Cth);
 - 10.4.2 knowingly producing false or misleading documents to a person including the Commonwealth can amount to an offence under section 137.2 of the Criminal Code (Cth);
- 10.4.3 use of the PPSR and PPSR Information otherwise than is authorised by the PPS Act could involve conduct that amounts to an offence and / or expose the User to potential civil penalties and / or liability for damages and may involve interference with the privacy of an individual in breach of the Privacy Act 1988 (Cth);
- 10.4.4 all relevant requirements of the PPS Act must be met before information can be validly registered in the PPSR or access given to relevant PPSR Information or to relevant PPSR functionality or features; and
- 10.4.5 all personal information provided by the User to the Registrar will be treated in accordance with the Registrar's Privacy Statement (please refer to the Registrar's website www.ppsr.gov.au for further details).
- 10.5 If requested by SAI Global Property or the Registrar, the User must comply with any request by SAI Global Property or the Registrar for information including identification information.
- 10.6 The User acknowledges that the PPSR has been implemented in a technical environment that is designed to provide high availability and be fault tolerant. However, as with any technology based facility, the speed and characteristics of the PPSR will vary at different times and under different circumstances and the PPSR may not always work as described, and may be subject to faults, interruption or breakdown or be fully or partially unavailable. In addition, the accuracy of PPSR Information is dependent on its source. Accordingly the User acknowledges and agrees that PPSR Information and the Users access to and use of the PPSR is on an 'as is, as available' basis only.
- 10.7 The User must:
- 10.7.1 comply with all security procedures and take all reasonable action to protect and maintain the security of the User's access to and use of the PPSR, including, without limitation, in respect to choice of passwords, changing passwords and maintaining the security of all usernames, passwords, tokens, access codes, encryption keys and other information relating to access, authentication or security relating to the PPSR;
 - 10.7.2 take all reasonable action to prevent and detect unauthorised use of the PPSR;
 - 10.7.3 take all reasonable action to ensure that the User's access to and use of the PPSR (without limitation including any information or material submitted by the User) will not disrupt or adversely affect the PPSR or the Registrar's operations;
 - 10.7.4 immediately notify SAI Global Property if it knows or suspects that access or authentication security information has been compromised or any other kind of unauthorised use or security breach has occurred, or if the User detects a fault, error or problem in the PPSR or PPSR Information; and the User acknowledges and agrees that SAI Global Property may, at its absolute discretion, provide this information to the Registrar without any notice to the User.
- 10.8 The User acknowledges that the PPSR may be upgraded and its features, functionality and other characteristics may change from time to time. Where possible SAI Global Property will advise the User of any changes which it considers to be non routine and which it considers, at its absolute discretion, should be advised to customers. The User acknowledges and agrees that it may not be reasonably possible to provide notice in all circumstances.

- 10.9 The User acknowledges and agrees that SAI Global Property may, at its absolute discretion, refuse, terminate or suspend access to the PPSR Services, if it suspects that the User or any person with access to the User's account with SAI Global Property is in breach of this section 6 or if directed to do so by the Registrar.
- 10.10 To the extent permitted by law, the PPSR and PPSR Information is made available without any representation or warranty of any kind (without limitation in respect to the accuracy of PPSR Information); and neither SAI Global Property, nor any NEVIS Data Provider, nor the Registrar, nor any of their offices, employees, agents or contractors have any liability to the User or any person claiming through the User with respect of any loss or damage that the User or any person might suffer no matter how arising (including negligence) that is directly or indirectly related to the PPSR, or PPSR Information or the User's utilisation of PPSR Services. The User further agrees to enter into a Deed giving effect to this section 6.11, if requested by SAI Global Property.
- 10.11 The User agrees to indemnify SAI Global Property, any NEVDIS Data Provider, the Registrar and any of their officers, employees, agents or contractors (the "Indemnified Persons") with respect to any loss, damage, costs, expense, claim, proceeding or liability of any other kind which the Indemnified Persons may incur, arising out of or in connection with access to the PPSR Services provided through the User's account with SAI Global Property. The User further agrees to enter into a Deed to give effect to this sub-section 6.11, if requested by SAI Global Property.

11 ASIC

- 11.1 For the purposes of this section 11, the following definitions and provisions apply in respect of Authority Information obtained from Australian Securities & Investments Commission ("ASIC") in relation to the provision of Services by SAI Global Property to the User under this Agreement.
- | | |
|-----------------------|---|
| ASIC Registers | means the registers which ASIC maintains, from time to time, pursuant to legislation. |
| ASIC System | means ASIC's computer systems including all hardware and software, used to interface with the SAI Global Property's system. |
| Search Extract | means the information, data, copy of document image (docimage) or document extract, including ASIC Registers, that are accessible by SAI Global Property through the ASIC System, or as otherwise notified by ASIC. |
| Test Database | means a replica of the ASIC System which operates outside ASIC's live or production environment for the purposes of enabling SAI Global Property to test the compatibility of the ASIC System with its system and for training its personnel. |
- 11.2 The User acknowledges that:
- 11.2.1 the Search Extracts contained in the ASIC System and ASIC Registers are based on information provided to ASIC by third parties;
- 11.2.2 ASIC has not verified the accuracy, currency, reliability or completeness of the Search Extracts and makes no representation or warranty as to their accuracy, currency or reliability; and
- 11.2.3 ASIC will have no liability to any persons for any inaccuracy, omission, defect or error in the Test Database, ASIC System or ASIC Registers.

**ANNEXURE B - additional provisions relating to
*Conveyancing Directory***

1 *Conveyancing Directory*

- 1.1 *Conveyancing Directory* has been provided by SAI Global Property to enable the User to register his or her User's Data for access or use by Third Party Users.
- 1.2 A User accessing or using Third Party Users' Data warrants that it will not misuse such data or use, copy or modify such data contrary to the terms and conditions of this Agreement.

2 *User consents & acknowledgements*

- 2.1 If the User uploads or agrees to SAI Global Property collecting and inputting User's Data onto *Conveyancing Directory*, the User:
 - 2.1.1 agrees to give SAI Global Property (and parties it works with) a non-exclusive, perpetual, royalty-free worldwide licence to host, store, reproduce, communicate, publish, publicly perform, publicly display and distribute such User's Data to Third Party Users ;
 - 2.1.2 acknowledges that the rights so granted in the licence as set out in paragraph 2.1.1 above are for the purpose of facilitating the sharing of User's Data between Third Party Users and that the licence continues even if the User has stopped using a Software Product; and
 - 2.1.3 warrants it has the requisite power, authority and rights to grant the licence as set out in paragraph 2.1.1 above.
- 2.2 The User acknowledges that SAI Global Property has no obligation to keep User's Data held in *Conveyancing Directory* current and that the User is solely responsible to ensure the currency, accuracy or completeness of the data.
- 2.3 The User consents to Third Parties Users contacting the User or using the data as a result of the disclosure of and/or making available the User's Data.
- 2.4 The User acknowledges that SAI Global Property takes no responsibility as to how Third Party Users or other parties may exploit or use User's Data and releases SAI Global Property from any claims the User may have for the misuse of the User's Data.
- 2.5 The User acknowledges that SAI Global Property will not remove User's Data from *Conveyancing Directory*.
- 2.6 The User agrees that SAI Global Property may be entitled to use User's Data for the purposes of analysis and profiling to facilitate communication, product development and marketing.

3 *Modifying Conveyancing Directory*

- 3.1 The User acknowledges SAI Global Property may, at its discretion, add or remove functionalities or features pertaining to *Conveyancing Directory* at any time without notice.

ANNEXURE C – additional provisions relating to Settlement Room

1 Settlement Room

- 1.1 *Settlement Room* has been provided by SAI Global Property to assist the User to arrange and manage the preparation and collaboration of its real property settlement transactions with Third Party Users.
- 1.2 By using *Settlement Room*, the User is able to access Third Party User's Data to facilitate a real property settlement transaction.
- 1.3 The User warrants that it will not misuse *Settlement Room* or Third Party User's Data or use *Settlement Room* or Third Party User's Data in a manner contrary to the terms and conditions of this Agreement.
- 1.4 The User acknowledges SAI Global Property takes no responsibility for the outcome of a real property settlement matter raised in *Settlement Room* as a consequence of:
 - 1.4.1 *Settlement Room* the actions of or delays caused by a Third Party User or any other party participating in or collaborating on that matter, including but not limited to actions or delays caused by participants not correctly using or being inadequately trained on the functionalities *Settlement Room*;
 - 1.4.2 an action taken by a participant that subsequently changes previously agreed arrangements made to the matter; an *Settlement Room*;
 - 1.4.3 an action taken by a participant on the assumption that SAI Global Property is involved in the matter simply because SAI Global Property has a business relationship with one or more other participants on the matter (and for the avoidance of doubt, SAI Global Property will not participate in any matter raised in *Settlement Room* unless it has prior explicit authority to so act);and releases SAI Global Property from claim it may have or any damage it may suffer as a result of it using *Settlement Room*.

2 Content

- 2.1 The User warrants that it has the sole responsibility for the content that it may upload onto *Settlement Room* from time to time as well as the accuracy or completeness of such content.
- 2.2 If the User uploads content onto *Settlement Room*, the User:
 - 2.2.1 agrees to give SAI Global Property (and parties it works with) a worldwide licence to host, store, reproduce, communicate, publish, publicly perform, publicly display and distribute such content to other users of *Settlement Room*;
 - 2.2.2 acknowledges that the rights so granted in the licence as set paragraph 2.2.1 above are for the purpose of arranging, managing or collaborating on a real property settlement and that the licence continues even if a particular real property transaction has been settled or the User has stopped using *Settlement Room*; and
 - 2.2.3 warrants it has the necessary rights to grant the licence as set out in paragraph 2.2.1 above.
- 2.3 SAI Global Property may review content to determine whether it is illegal or violates its policies and may remove or refuse to display content that it reasonably believes violates its policies or the law or block the User's access to *Settlement Room*. However, this does not necessarily mean that it reviews content as a matter of course and the User should not assume that SAI Global Property does in fact review content. Any inaction on the part of SAI Global Property does not mean it has waived its rights under this

paragraph 2.3 and it shall continue to be entitled to exercise such rights at any future time.

3 Accessing User's Data

- 3.1 In accessing and using Third Party User's Data, the User acknowledges that SAI Global Property does not warrant the currency, accuracy or completeness of the data and accepts no liability for any loss a User may suffer as a consequence of relying on the Third Party User's Data.

4 Liability and Indemnity

- 4.1 The User holds harmless SAI Global Property and its affiliates, officers, agents, and employees for all losses and damages it may suffer arising from or related to:
 - 4.1.1 the use of *Settlement Room*
 - 4.1.2 violation of this Agreement;
 - 4.1.3 reliance by it of content uploaded onto *Settlement Room* by third parties; or
 - 4.1.4 reliance by it of third party User's Data.
- 4.2 The User holds harmless and indemnifies SAI Global Property and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to:
 - 4.2.1 the use of *Settlement Room*;
 - 4.2.2 violation of this Agreement;
 - 4.2.3 reliance by third parties of content uploaded onto *Settlement Room* by the User; or
 - 4.2.4 reliance by third party of its User's Data, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees.

5 Modifying Settlement Room

- 5.1 The User acknowledges SAI Global Property may, at its discretion, add or remove functionalities or features pertaining to *Settlement Room* at any time without notice.

6 Privacy Laws

- 6.1 Where the User accesses, uses or uploads content onto *Settlement Room*, the User acknowledges:
 - 6.1.1 that SAI Global Property may collect Personal Information and other relevant information to provide better services to all parties using *Settlement Room*; and
 - 6.1.2 by inviting third parties into the User's *Workspace*, the User is sharing content with those third parties.
- 6.2 The User warrants that, where it uses or accesses third party content in *Settlement Room*, it will ensure it complies with Privacy Laws with respect to how it uses information comprising the content.

ANNEXURE D – additional provisions relating to accessing RP Data's information

1. South Australia Searches

South Australia - Online Searches Warning

The information contained in this dataset is extracted from records of the land status and cadastral boundary definition held by the Government of the State of South Australia (the "State"). The Information is not represented to be accurate, current, complete, or suitable for any purpose, at the time of its supply by the State, and may have changed since the date of supply by the State.

The software by which the information is provided is not represented to be error free.

No responsibility is accepted by the State for any reliance placed by any person upon the information, or the software by which it is provided. Persons acquiring or using the information and its associated software must exercise their independent judgement in doing so.

Copyright

Copyright in the information remains with the Crown in right of the State of South Australia. The information is reproduced under licence from the Crown.

Privacy

The information contained in this dataset must not be used for the purposes of compiling contact lists, whether personalised or not.

2. Queensland Searches

Warning

Permission to use this product is conditional upon the User agreeing to the terms set out below. Access to and use of this product is only offered to the User on condition that the User read, understand and accept all terms of this agreement. Acceptance will bind Users and all agents to the terms of this agreement. By clicking "I agree" at the end of this agreement, the User will be deemed to have accepted the following terms. If the User does not wish to accept these terms, the User must click "I disagree" and will not be permitted to use the database.

Standard Terms

Definitions

Direct Marketing means one to one marketing using personal details (e.g. name, address, email address), normally supported by a database/resource, which uses one or more advertising media to effect a measurable response and/or transaction from a person and includes, but is not limited to, telemarketing, bulk email messaging (spam), postal canvassing and list brokering.

Licensed Data means data that is owned by or licensed to the State of Queensland (Department of Environment and Resource Management) and has been licensed to RP Data Ltd under an agreement.

Licensed Data Product(s) means any Value Added product derived from or based on the Licensed Data.

Privacy Laws means any legislation (or mandatory government policy, where applicable) enacted by Federal or State agencies in relation to privacy and includes the Privacy Act 1988 (Cth) and Information Privacy Act 2009 (Qld).

Value Add/Adding/Added means any repackaging which irreversibly changes the form of the Licensed Data or any augmenting or incorporation of the Licensed Data with other data. Conversion onto a different media or the translation into a different format (e.g. changing colour and formatting) of Licensed Data is not Value Adding.

Ownership

The User acknowledges that he / she has no rights of ownership in the Licensed Data. The State of Queensland (Department of Environment and Resource Management) is the owner of the intellectual property rights including copyright in and to the Licensed Data or has the right to make it available under licence arrangements, and has made a licence arrangement with RP Data Pty Ltd.

Liability

The User acknowledges that the State of Queensland (Department of Environment and Resource Management) gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data.

Permitted Use

The User agrees that he / she will not use the Licensed Data Product(s) with the intention of encroaching upon the privacy of an individual or for Direct Marketing and will comply with the Privacy Laws. All Licensed Data Products must bear the following notice:

Based on or contains data provided by the State of Queensland (Department of Environment and Resource Management) [year]. In consideration of the State permitting use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accepts no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws.

Permitted Use Terms

The User agrees to use the Licensed Data Products that he/she receives from RP Data Ltd only for his/her own personal use or in the ordinary course of his/her business (e.g. solicitor, accountant, valuer etc). The User is not a business acting as a reseller of Licensed Data Products.

ANNEXURE E – additional provisions relating to PEXA Platform

1 Access to PEXA Platform

- 1.1 The User warrants it has executed a Participation Agreement, being the agreement entered into between PEXA Ltd and the User under which the User is authorised to use the PEXA Platform to perform conveyancing transactions.
- 1.2 For the avoidance of doubt, this Agreement does not supersede the Participation Agreement made between the User and PEXA Ltd and the terms set out in the Participation Agreement are in addition to the terms set out herein in respect of the User's access to and use of the PEXA Platform.

2 Changes to PEXA Platform

- 2.1 The User acknowledges:
 - 2.1.1 that the scope and content of the PEXA Platform may change from time to time;
 - 2.1.2 that SAI Global Property may be required to modify its systems, security and access to accommodate such changes made to the PEXA Platform; and
 - 2.1.3 agrees that SAI Global Property shall not be responsible for or accept any liability for any cost, loss or damage resultant from such modifications to its systems and/or the PEXA Platform (including with respect to any period of unavailability of access due to the modifications).

3 Availability

- 3.1 In the event that SAI Global Property's systems are unavailable for the User to access the PEXA Platform, the User acknowledges that it may still complete conveyancing transactions by accessing the PEXA Platform through the internet at www.pexa.com.au (or at such other domain name as notified by PEXA Ltd from time to time).
- 3.2 SAI Global Property will endeavour to provide notice of Users of any proposed changes to be made by PEXA Ltd to the PEXA Platform.

4 Refusal of access

- 4.1 The User acknowledges that SAI Global Property may refuse access by the User to PEXA Platform if PEXA Ltd has made a reasonable determination that the User is in breach of the provisions governing access to and use of PEXA Platform and has advised SAI Global Property accordingly.

5 Privacy Act and Personal Information

- 5.1 The User must comply with the Privacy Act 1988 (Cth) as if it were an organisation and ignoring any exemption or concessions in relation to the operation of small businesses.
- 5.2 The User must not transfer any Personal Information outside of Australia without obtaining SAI Global Property's prior written consent and acknowledges that SAI Global Property's may, in its absolute discretion, withhold such consent.
- 5.3 The User agrees that SAI Global Property may provide the User's Personal Information to PEXA Ltd and consents to:
 - 5.3.1 to the disclosure of that Personal Information to PEXA Ltd;
 - 5.3.2 to the use and disclosure of that Personal Information by PEXA Ltd and for use in connection

with facilitating property transactions and the property market generally;

- 5.3.3 to the collection, use, handling and disclosure of its Personal Information, at least to the extent necessary to enable PEXA Ltd to provide the integration services in accordance with the requirements of the Participation Agreement between PEXA Ltd and the User; and
- 5.3.4 to the disclosure of its Personal Information to a registrar or duty authority.

- 5.4 The User acknowledges that it is able to access PEXA's privacy policy at <http://www.pexa.com.au/privacy-policy> or such other web address as determined and notified by PEXA Ltd from time to time.