

## Terms and Conditions

1. Please read these Terms carefully. These Terms govern your access to and use of the Data.
2. By accessing and using the Data you agree to be bound by these Terms. This agreement takes effect from the point you first access the Data.
3. If you do not:
  - (a) input the requested Personal Information into the Real Estate Website from which you wish to access the Data; and
  - (b) accept these Terms,then you must not access or use the Data.
4. CoreLogic may change or update these Terms from time to time, so you should read the Terms carefully each time you wish to access any Data.
5. You may not transfer any of your rights or obligations under these Terms to any person.
6. The validity, interpretation and enforcement of these Terms shall be governed by the laws of New South Wales.

## Definitions

7. In these Terms, unless the context otherwise requires:

**Approved Marketing** means direct marketing to you using your Personal Information.

**Confidential Information** means all confidential, non-public or proprietary information, regardless of how the information is stored, which is delivered to you before, on or after being bound by these Terms, relating to the Data or the business, technology or other affairs of CoreLogic, including any data, valuation and market share analyses, valuation models and tools, indices, programs or algorithms.

**CoreLogic** means RP Data Pty Ltd trading as CoreLogic Asia Pacific.

**Data** means all data, imagery, property or geospatial information, ownership, sales information, photographs, valuation or market share analyses, index results or alerts, made available to you by CoreLogic through a Website Provider following your acceptance of these Terms.

**Excluded Information** means Confidential Information which:

- (a) is in or becomes part of the public domain other than through breach of these Terms or an obligation of confidence owed to CoreLogic;
- (b) you can prove, by contemporaneous written documentation, was already known to it at the time of disclosure by CoreLogic (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) you acquire from a source other than CoreLogic where such source is entitled to disclose it.

**Law** means any common law, principles of equity, and laws made by parliament (including any statutes, regulations and any other instruments under them and all consolidations, amendments, re-enactments or replacements of any of them).

**Permitted Purpose** means solely for your own information purposes, in connection with the assessment of a property listed on the relevant Website.

**Personal Information** means any personal information that you input into the Website for the purpose of accessing the Data.

**Website** means website through which you gain access to the Data.

**Website Provider** means the provider of the Website through which you access the Data.

**Terms** means these terms and conditions (as amended from time to time in accordance with clause 4).

**Third Party Information** means any Data sourced from a Third Party Provider.

**Third Party Provider** means any third party provider of data or information to CoreLogic, where such data or information is then contained in the Data

#### **Data**

8. CoreLogic will use commercially reasonable efforts to ensure that the Data you have accessed via the Website has those features described on the Website. However, CoreLogic (and its Third Party Providers) cannot guarantee that:
  - (a) the Data will meet all your requirements;
  - (b) the Data will always be error-free;
  - (c) the Data will be accurate or secure in every respect;
  - (d) the statistical methods on which any of the Data is based use appropriate or accurate assumptions, are fit for your particular purpose or are otherwise suitable for your particular use; and
  - (e) the Data will not be affected by data entry errors, including incorrect entries, double entries or delayed entries, or incorrect or untimely data supplied by Third Party Providers.
9. You acknowledge that CoreLogic will not be obliged to provide access to any Data to the extent that it is prohibited from doing so by Law or any of its agreements with Third Party Providers.
10. All Data is subject to the disclaimers and warranty exclusions contained in these Terms.

#### **Permitted Purpose**

11. The Data is supplied to you solely for the Permitted Purpose.
12. Without limiting clause 11, you agree not to:
  - (a) further disseminate the Data supplied (whether for commercial gain or otherwise) and in particular not to publish it by written, broadcasting, videotex, electronically on computer encoded mediums or by other means without the prior written consent of CoreLogic; or
  - (b) use the Data for the purpose of creating any mailing or address list of persons or properties, to use the information for direct marketing activities, telemarketing purposes, to sell the information to others or with the intention of encroaching on the privacy of others or otherwise breaching the Privacy Act 1988.
13. In accessing the Data, you will not allow or encourage any other person to:
  - (a) decompile, disassemble or otherwise reverse engineer all or any portion of the Data, including any source code, object code, algorithms, methods or techniques used or embodied therein;
  - (b) modify or create any derivative works based upon the Data or make copies of the Data;
  - (c) remove or alter any copyright, trademark, logo or other proprietary notice or label appearing on or in the Data; or
  - (d) incorporate any of the Data into any other materials, products or services.

#### **Copyright**

14. The Data is protected by copyright and other intellectual property rights, and no part of the Data may be reproduced or adapted in whole or in part without the written consent of CoreLogic. You will not assert any ownership or other rights in respect of any of the Data.

#### **Confidentiality**

15. No Confidential Information may be disclosed by you to any person or entity except:
  - (a) to the extent you are required to do so by Law; or
  - (b) to the extent you is required to do so in connection with legal proceedings relating to these Terms.
16. You must not use Confidential Information except for the purpose of exercising your rights or performing your obligations under these Terms.

17. Clauses 15 and 16 do not apply to Excluded Information.
18. You will take any action that is necessary to prevent or remedy any breach of your confidentiality obligations or other unauthorised disclosure of Confidential Information.
19. You will not remove, alter, obscure or otherwise modify any trademark, copyright or other proprietary notice or legend or legal disclaimer placed on or contained within the Confidential Information.
20. You acknowledge that due to the unique nature of the Confidential Information, any breach by you of your obligations under clauses 15 to 19 (both inclusive) would result in irreparable harm to CoreLogic and its Third Party Providers for which there is no adequate remedy; and therefore, upon any such breach or threat thereof, CoreLogic and its Third Party Providers will be entitled to injunctive and other appropriate equitable relief (without the necessity of proving damages, or posting bond or other security), in addition to whatever remedies CoreLogic and its Third Party Providers may have at Law.

### **Privacy and Personal Information**

21. The Privacy Act 1988 governs the use of personal information in Australia. You are responsible for ensuring information is used within the requirements of that Act.
22. You acknowledge that both CoreLogic and the relevant Website Provider will have access to the Personal Information you supply through the Website. In connection with:
  - (a) CoreLogic's access to and use of your Personal Information, CoreLogic will not disclose such information to any third party unless authorised by you (pursuant to these Terms or otherwise) or your representative(s) or where compelled to do so by law. We confirm that we will act in accordance with the Privacy Act 1988.
  - (b) The Website Provider's access to and use of your Personal Information will be governed by the privacy policy contained on the relevant Website, except that, you also acknowledge and agree that the Website Provider may use your Personal Information for Approved Marketing.
23. You confirm to CoreLogic that:
  - (a) your Personal Information is accurate and complete; and
  - (b) that any use of your Personal information by CoreLogic and/or the Website Provider will not breach the Privacy Act 1988.

### **Consent to commercial electronic messages**

24. By accepting these Terms, you consent to receive commercial electronic messages from the relevant Website Provider as part of any Approved Marketing.
25. You may unsubscribe at any time to receiving such messages by following the unsubscribe process specified in any such electronic message that you receive.

### **Your responsibilities**

26. Terminal equipment, communications links and systems compatibility (and all costs associated with such items) are your sole responsibility. CoreLogic accepts no responsibility for any unavailability of, or defects in, the Data to the extent such unavailability or defects arise out of or in connection with the Website Provider, or any terminal equipment, communications links or systems compatibility or your failure to make payment of the costs for such items.

### **Limited warranties**

27. Nothing in these Terms is intended to have the effect of limiting or reducing your rights against us under the Competition and Consumer Act 2010 (**CCA**). As a consumer, you are entitled to certain guarantees under the CCA. If we breach any of these guarantees, your rights of redress are set out in the CCA.
28. Except for any guarantees which apply pursuant to clause 27, you specifically acknowledge and agree that:

- (a) CoreLogic provides no warranties or guarantees in respect of the Data other than those given in clause 8 of these Terms; and
- (b) to the extent that the Data contains any Third Party Information, CoreLogic provides no warranties, representations or guarantees in respect of such Third Party Information (including any warranty or guarantee that the Third Party Information will be complete, accurate, free of errors, omissions and defects, up to date, not misleading or fit for purpose).

### **Liability and your indemnity**

- 29. If the Data does not comply with the relevant requirements in these Terms, CoreLogic will (within a reasonable time period) re-supply the Data to you. Except as specified in clause 30 below, this shall be your sole remedy in respect of any defect in the Data.
- 30. You are responsible for your use of the Data, except to the extent of loss, liability or damage that you incur as a direct result of a breach by CoreLogic of these Terms or the negligence of CoreLogic and such breach or other issue was not been resolved by CoreLogic in accordance with clause 29 above.
- 31. Without detracting from clause 29, in no circumstances will you or CoreLogic (or any of CoreLogic's Third Party Providers) be liable for:
  - (a) any special, consequential, indirect, incidental, punitive or exemplary damages of any kind; or
  - (b) damages for any loss of profits or revenue, loss resulting from interruption of business or loss of use or data, arising out of or relating to the Data, however caused, and even if you, CoreLogic or its Third Party Providers (as applicable) had been advised of or should have known of the possibility of such loss,except in relation to any unlawful or unauthorised use of our intellectual property or confidential information by you (or those for whom you are responsible).
- 32. You agree to reimburse CoreLogic for any loss, liability, cost, fee or damage that CoreLogic or any of its related entities or partners (or any of their employees, directors or officers) incurs as a direct result of:
  - (a) your failure to comply with these Terms or any Law; or
  - (b) your negligence.

### **Disclaimers**

- 33. You acknowledge and agree that CoreLogic's ability to provide the Data is subject to its agreements with Third Party Providers and that any supply of Data is subject to the terms with those Third Party Providers as updated from time to time.
- 34. Without limiting clause 33 above, you agree:
  - (a) To comply with and/or accept responsibility for CoreLogic's obligations expressed or implied in the agreements with the Third Party Providers, as notified to you;
  - (b) That a relevant agreement with a Third Party Provider may expire or terminate during this period of the Licence or the Third Party Provider may cease to provide the relevant services, products or data for any reason or direct CoreLogic to alter the way in which the Data are provided; and in such circumstances:
    - i. CoreLogic will not be required, nor have any obligation, to provide some or all of the Data to you; and
    - ii. CoreLogic will have no liability for any failure to provide the Data to you.

### *Property information*

- 35. The property information (including data) contained within the Data is not intended or designed to replace a full market valuation. If you need a property valuation for lending, tax or other purposes then you should seek a full market valuation from a registered valuer.

36. CoreLogic will use its reasonable endeavours to check the accuracy of the information contained in the Data. However, the accuracy of such information (including the estimated value and estimate of selling range) is not guaranteed by CoreLogic.
37. CoreLogic will use its reasonable endeavours to check that the property statistics contained within the Data are substantially complete and free of errors or defects. However, you acknowledge that from time to time, errors may occur.
38. The information supplied by CoreLogic as part of the Data:
  - (a) is not a certified copy of any valuation roll entry;
  - (b) is drawn from third party sources which are independent of and outside the control of CoreLogic;
  - (c) is not warranted for lending purposes; and
  - (d) is not a registered valuer's report for the purposes of any state Trustee Act.

*Maps*

39. A map showing property boundaries is indicative only and may not be complete or accurate.
40. A map that is produced is not intended or designed to replace the certificate of title or land survey information.
41. CoreLogic has used its reasonable endeavours to check the accuracy, availability and completeness of the information contained in a map. However, the accuracy and completeness of such information is not guaranteed by CoreLogic.

*Estimated value*

42. The estimated value and estimate of selling range contained in the Data is only an estimate and is solely the result of an analysis of comparable property data collated by CoreLogic without taking into account any market conditions (including building, planning, or economic), and without identifying observable features or risks (including adverse environmental issues, state of repair, improvements, renovations, aesthetics, views or aspect) which may, together or separately, affect the value. It is also based on the property being freehold.