

End User Terms and Conditions



IN ADDITION TO ANY THIRD PARTY WEBSITE TERMS AND CONDITIONS, BY ACCESSING AND USING THE PRODUCT DATA YOU AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these Terms and Conditions, unless the context otherwise requires, the following words will have the meaning set out hereunder:

Code Oversight Committee means the committee established to administer the QVAS Code of Conduct.

Company means RP Data Pty Ltd trading as CoreLogic Asia (ABN 67 087 759 171) and its Related Bodies Corporate.

Consumer means an individual whose Personal Information appears in any field in the QVAS Database.

Direct Marketing means one to one marketing, normally supported by a database, which uses one or more advertising media to affect a measurable response and / or transaction from a person and includes, but is not limited to, telemarketing, bulk email messaging, postal canvassing and list brokering.

Intellectual Property Rights means all industrial and intellectual property rights throughout the world including current and future registered and unregistered rights in respect of trade marks, copyright, source-code, databases, Product Data, circuit layouts, designs, patents, inventions and discoveries, trade secrets, know-how and confidential information and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967 and **Intellectual Property** has the corresponding meaning.

Law means common law, principles of equity, and laws made by parliament (laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them).

LPI Personal Information means information or opinion (including information or an opinion forming part of a 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 which the Company sources from the Land and Property Information group of the Department of Lands, State of New South Wales.

Party and Parties means the Company and You.

Personal Information means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form or not.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Policy means the Company's privacy policy as updated from time to time and located at <http://www.corelogic.com.au/about-us/privacy-policy.html>.

Product Data means any results, data or meta data, including any property information, property attribute data, ownership information, property sales information, photographs, valuation, market share analyses, index results, alerts, or reports, which is either contained within, provided through, derived from, captured by, entered into or generated by the Products (including any platforms) or as otherwise provided in the usual course of business by the Company or a Third Party Enabler.

QVAS Code of Conduct means code of conduct established by the State of Queensland (Department of Environment and Resource Management) to (amongst other objectives) mandate a high degree of privacy protection for bulk data access to QVAS Identified Information.

QVAS Database means the Queensland Valuation and Sales System (QVAS) database administered by the Department of Environment and Resource Management (DERM) or any successor agency that takes responsibility for the management of the QVAS Database.

QVAS Identified Information means the details of any identified Consumer in the QVAS Database limited to the name and service address of the vendor and / or purchaser. For the avoidance of doubt QVAS Identified Information does not include the property address and transaction details.

Related Body Corporate has the meaning given to that term under the *Corporations Act 2001* (Cth).

Territory means Australia and New Zealand.

Third Party Website means the website maintained and hosted by the Third Party Enabler through which You access the Product Data.

Third Party Enabler means the third party (unrelated to the Company) which has licenced the Product Data from the Company and/or through whose platform You have accessed the Product Data.

- 1.2 The headings in these Terms and Conditions are for convenience of reference only and will not affect the interpretation hereof. The words “include” and “including” when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind. A clause is a reference to a clause to these Terms and Conditions. Words importing the singular number will include the plural and vice versa, and words importing the masculine gender include all other genders.

2. LICENSE AND RESTRICTIONS

- 2.1 The Company hereby grants to You a non-exclusive, non-transferable, non-sublicensable limited license to access and use the Product Data in the Territory, solely for personal use and information in connection with the Third Party Website (**Purpose**).
- 2.2 You agree not to use the Product Data except as in accordance with the licence granted to You as set out in these Terms and Conditions.
- 2.3 You acknowledge and agree You are not a business acting as a reseller of Product Data.
- 2.4 You acknowledge and agree to use the Product Data solely for the Purpose, and in accordance with all Laws. Except as expressly permitted under these Terms and Conditions or to the extent permitted by Law, You must not, or encourage any person or entity to:
- (a) decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of the Products, including any source code, object code, algorithms, methods or techniques used or embodied therein;
 - (b) modify, duplicate or create any derivative works based upon the Product Data;
 - (c) distribute, resell, commercialise, disclose, market, publish, rent, lease, assign, incorporate into any database, sublicense or otherwise transfer any Product Data in any form to any third party, or use the Product Data on behalf of or for the benefit of any third party;
 - (d) remove or alter any copyright, trademark, logo or other proprietary notice or label appearing on or in the Product Data;
 - (e) data mine, scrape, crawl, email harvest or use any process or processes that send automated queries to the Product Data;
 - (f) incorporate any portion of the Product Data into any other materials, products or services that are not intended for Your personal use; and
 - (g) use, or offer to use, any Product Data for or in connection with any Direct Marketing activities or with the intention of encroaching upon the privacy of an individual or otherwise breaching the Privacy Act as more specifically set out in clause 7.
- 2.5 In addition to the prohibitions on use set out in clause 2.4 of the Terms and Conditions, You must not, or encourage any person or entity to:
- (a) use or distribute QVAS Identified Information for Direct Marketing or with the intention of encroaching upon the privacy of a Consumer; or
 - (b) use any LPI Personal Information within or comprising Product Data for any purpose other than appropriate and legal data verification purposes.

3. INTELLECTUAL PROPERTY

- 3.1 You acknowledge and agree that, as between the Company and You:
- (a) the Company or one or more of its service providers is and will remain the sole and exclusive owner of all rights, title and interest in and to the Product Data, including any and all Intellectual Property Rights contained or embodied within the Product Data;
 - (b) You acquire no rights in or to the Product Data accessed pursuant to these Terms and Conditions except for the limited license set forth in clause 2;

- (c) You will not, and will not permit any other person or entity to, infringe upon, harm or contest the validity or the Company's and its service providers' ownership of the Product Data, or the creations, inventions and Intellectual Property Rights contained or embodied within the Product Data;
- (d) You will not make copies or derivative works of the Product Data; and
- (e) all other uses of the Product Data not expressly addressed in these Terms and Conditions are strictly prohibited.

4. LIMITED WARRANTY

- 4.1 To the fullest extent permitted by Law, all warranties are hereby excluded, and the Company and its service providers hereby expressly disclaim all warranties:
- (a) that the Product Data will meet, or be suitable for, Your requirements;
 - (b) that the Product Data will be error-free, accurate, complete, current, correct, reliable or secure, or otherwise up to date;
 - (c) that if the Product Data is accessed via a Third Party Website, that the Third Party Website will function in an uninterrupted manner, be available 24 hours a day, 7 days a week, or be fully secure or error free;
 - (d) that errors or defects will be corrected, however the Company will endeavour to correct errors within a reasonable time;
 - (e) that the statistical methods on which any of the Product Data is based use appropriate or accurate assumptions, are fit for Your particular purpose or are otherwise suitable for Your use; or
 - (f) that the Product Data will not be affected by data entry errors, including incorrect entries, double entries or delayed entries, or incorrect or untimely data supplied by the Company's third party suppliers.
- 4.2 You acknowledge and agree You will exercise Your independent judgement in accessing and using the Product Data and the Product Data does not constitute an appraisal of the subject property. It should not be relied upon in lieu of an appraisal or underwriting process. The accuracy of the methodology used to develop the Product Data, the existence of the subject property, and the accuracy of the predicted value and all rule sets provided are estimates based on available data and are not guaranteed or warranted. The condition of the subject property and current market conditions can greatly affect the validity of the Product Data. Any Product Data generated does not include a physical inspection of the subject property or a visual inspection or analysis of current market conditions by a licensed or certified appraiser, which is typically included in an appraisal.
- 4.3 The Product Data, including, without limitation, any information, data, prices, and quotations contained therein, are subject to change without notice, except as otherwise expressly provided herein, the Product Data is provided to the customer on an "as is, as available" basis without any representations or warranties of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for particular purposes, title, non-infringement, security, availability, accuracy, or otherwise.

5. LIMITATION OF LIABILITY

- 5.1 To the maximum extent permitted by Law, in no event will the Company's aggregate liability to You exceed ten thousand dollars (A\$10,000).
- 5.2 To the maximum extent permitted by Law, in no event will the Company 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 these Terms and Conditions or the subject matter hereof, however caused, even if the Company and its service providers have been advised of or should have known of the possibility of such loss. You assume the risk in using the Product Data as well as total responsibility for establishing such procedures for data backup and virus checking as You consider necessary.
- 5.3 If at any time all or any part of the Product Data is, or in the Company's opinion may become, subject of any claim or suit for any infringement, the Company may at its own expense and option modify or replace the affected Product Data so that it is non-infringing, or obtain for You the right to continue using the affected Product Data. If neither of foregoing options is in the Company's opinion commercially

reasonable, the Company will have the right to terminate these Terms and Conditions with immediate effect after which time Your use of the affected Product Data is at Your sole risk.

6. CUSTOMER INDEMNITY

- 6.1 You will indemnify and hold the Company and its service providers harmless from any third party claim or suit brought against the Company and its service providers on the basis of any breach by You of these Terms and Conditions (or any act which, if true, would be a breach of these Terms and Conditions) or any use or reliance by You of or on any Product Data or any representations or promises made by or for You to others due to or based on any Product Data, and will pay any final judgment entered against the Company and its service providers or any settlement of such claim or suit and any costs incurred and recovered in such negotiations and litigation will be to the account of You.
- 6.2 You will indemnify and hold the Company and its service providers harmless from any claim based upon use of any Product Data in combination with any equipment, services, data, algorithms, models, indices, tools and/or products not supplied by the Company or its service providers, if the alleged infringement would not have occurred but for such use.

7. PRIVACY

- 7.1 The Company is bound by the Privacy Act and has developed a Privacy Policy, available on the Company's website in accordance with the Privacy Act and published regulatory guidelines. To the extent any of the Company's Products or Product Data contain Personal Information, You agree to:
- (a) comply with the Privacy Act whether or not you are bound by the Privacy Act;
 - (b) only use Personal Information the Company discloses to you for the purposes for which we disclosed that Personal Information;
 - (c) take all reasonable steps to ensure that you, or any of your agents, will not act in a way that contravenes the Privacy Act;
 - (d) notify the Company immediately (by email to privacy@corelogic.com.au) of any privacy complaints or events which may cause the Privacy Act to be breached and to assist us in dealing with any complaints or potential breaches, including providing access to relevant information; and
 - (e) keep us indemnified in respect of any loss, claim, liability or expense and (whether in contract, tort (including negligence), strict liability or otherwise) incurred by us resulting from a breach by you, of the Privacy Act and Spam Act, including a breach by you or any third party of any telephone number disclosed by us to you that appears on the Do Not Call Register.

8. ACCESS TO PRODUCT DATA

- 8.1 The Company will not provide You with any software, and all access to the Product Data will be via the Third Party Website.
- 8.2 You will be responsible for obtaining access to the Product Data, and for any and all costs and expenses in connection with accessing and using the Product Data, including Internet service provider fees, telecommunications fees, and the cost of any and all equipment (including hardware and software) used by You in connection with its access and use of the Product Data as permitted hereunder.
- 8.3 You acknowledge that the Company will have no obligation to assist You in using or accessing the Product Data. For clarity, the Company will not be liable for any delay, defect, deficiency and/or loss of service in connection with the Product Data or any loss caused by or on account of or in connection with Your use or access to the Product Data.
- 8.4 You acknowledge and agree that the Company's ability to provide the Product Data is subject to its agreements with third party suppliers,
- (a) which agreements may expire or terminate; or
 - (b) which suppliers may not provide the services, products or data as provided under such agreements, and that in such circumstances the Company may not be able to, and will have no obligation to, provide some or all of the Products or the Product Data, either on a timely basis or otherwise. The Company does not verify the accuracy or completeness of any data supplied by any third party.

9. MISCELLANEOUS

- 9.1 No right under these Terms and Conditions will be deemed to be waived except by notice in writing signed by the Party to be bound.
- 9.2 These Terms and Conditions will be governed by and construed in accordance with the Laws in force in the State of Queensland. Each Party submits to the non-exclusive jurisdiction of the courts of that place.
- 9.3 You warrant that You have not relied on any representation made by the Company which has not been expressly stated in these Terms and Conditions or upon the descriptions or allusions or specifications contained in any document including any catalogue or other material produced or made available by the Company.
- 9.4 If the whole or any part of a provision of these Terms and Conditions is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these Terms and Conditions has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Terms and Conditions or is contrary to public policy.
- 9.5 Nothing contained or implied in these Terms and Conditions constitutes one Party the partner, agent, or legal representative of the other Party for any purpose or creates any partnership, agency or trust, and neither Party has any authority to bind the other Party in any way.
- 9.6 The rights and remedies provided in these Terms and Conditions are in addition to other rights and remedies given by Law independently of these Terms and Conditions.