INFOTRACK NEW ZEALAND
THIRD PARTY TERMS

Currency

These Third Party Terms are current from 26 June 2025.

General

These Third Party Terms apply to any InfoTrack Products identified in these terms that You access or order from InfoTrack, InfoTrack partner or InfoTrack reseller (as applicable).

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PART A Acknowledgement

A1.1 **Acknowledgement:** You acknowledge and agree that, in addition to the General Terms and the Products Terms, any access to and use of InfoTrack Products identified in these terms are also subject to any applicable Third Party Terms.

A1.2 **Definitions**

General Terms means either:

(a) the terms of any Master Services Agreement (including any applicable Order Forms) between InfoTrack and the Client (**MSA**); or

(b) where there is no MSA between the Parties, InfoTrack's general terms and conditions set out at https://www.infotrack.nz/legal/GeneralTerms/

Product Terms means these product specific terms that are applicable to any InfoTrack Products as identified in the relevant 'Product Terms', set out in this document and available at https://www.infotrack.nz/legal/ProductTerms/

Third Party Terms means the terms, conditions, restraints, disclaimers or limitations (as required by InfoTrack's Third Party Suppliers) applicable to certain InfoTrack Products that are provided or licensed by Third Party Suppliers to InfoTrack, either:

(a) located here https://www.infotrack.nz/legal/ThirdPartyTerms/ and as updated by InfoTrack from time to time;

(b) presented at the point of sale; or

(c) agreed directly between You and the Third Party Supplier.

PART B NZ Company and Personal Properties Securities Register (PPSR) Searches

You acknowledge and agree that, in addition to the General Terms and any applicable Product Terms, the following third party terms apply to your use of and access to Company and PPSR Searches via an InfoTrack System:

(i) **Companies Register**: https://companies-register.companiesoffice.govt.nz/about/terms-and-conditions/

(ii) **PPSR**: https://ppsr.companiesoffice.govt.nz/about/terms-and-conditions/

(iii) **Business Register (NZBN Register)**: https://www.nzbn.govt.nz/about-us/terms-of-use/

PART C NZ Insolvency Searches

You acknowledge and agree that, in addition to the General Terms and any applicable Product Terms, the following third party terms apply to your use of and access to Insolvency Searches via an InfoTrack System: https://www.insolvency.govt.nz/copyright-privacy-policy-and-disclaimer/

PART D Australian Company (ASIC) Searches

[Last updated 1 November 2023]

You agree that, in addition to the General Terms and any applicable Product Terms, the following Third Party Terms apply to your use of any ASIC Searches or Company Searches that You access or order through an InfoTrack System or InfoTrack Reseller.

D1 ASIC Searches: Australian Securities and Investments Commission (ASIC)

D1.1 All ASIC Search Extracts are subject to the following disclaimers:

(a) The User acknowledges that:

(i) The Search Extracts contained in the ASIC System and ASIC Registers are based on information provided to ASIC by third parties.

(ii) 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.

(iii) ASIC will have no liability to any persons for any inaccuracy, omission, defect or error in the Test Database, ASIC System, ASIC Registers or InfoTrack's programs or data.

D1.2 **Search Extract** means the information, data, copy of document image (docimage) or document extract, including ASIC Registers, that are accessible by the Information Broker through the ASIC System or as otherwise notified by ASIC.

PART E Australian Personal Property Securities Register (PPSR) Searches

[Last updated 26 May 2025]

You agree that, in addition to the General Terms and any applicable Product Terms, the following Third Party Terms apply to your use of any PPSR Searches that You access or order through an InfoTrack System or InfoTrack Reseller.

E1 PPSR Searches: Australian Financial Security Authority (AFSA)

E1.1 All 'PPSR Searches' conducted by you are subject to the following terms and disclaimers:

(a) **General Conditions of Use**: PPS Register General Conditions of Use located at https://www.ppsr.gov.au/about-us/technical-information/conditions-and-terms-use/pps-register-general-conditions-use.

(b) You need to make sure that you enter the details correctly, as required by the particular search you are doing, or you risk not getting the result you should from the PPSR. You may not get details of security interests or other registrations kinds when you should, or you get details of security interests or other registrations kinds that don't relate to the particular property you are interested in. If you enter the wrong details the PPSR will still conduct the search and charge you for the cost of the search.

(c) In addition, the accuracy of information on the PPSR is dependent on its source, usually the person who registered the security interest, and the Commonwealth cannot guarantee the quality, completeness or accuracy of the information contained on the PPSR.

(d) You may need to make further enquiries to verify search results.

PART F Australian Bankruptcy Searches

[Last updated 26 May 2025]

You agree that, in addition to the General Terms and any applicable Product Terms, the following Third Party Terms apply to your use of any Bankruptcy Searches that You access or order through an InfoTrack System or InfoTrack Reseller.

F1 Bankruptcy Searches: Australian Financial Security Authority (AFSA)

F1.1 All 'Bankruptcy Searches' conducted by you are subject to the following disclaimer:

The User acknowledges that the National Personal Insolvency Index (NPII) maintained by AFSA may contain errors and AFSA and InfoTrack shall not be liable for any inaccuracy in the NPII.

PART G CoreLogic AVM Estimates

[Last updated 12 February 2024]

You agree that, in addition to the General Terms and any applicable Product Terms, the following third party terms apply to your use of any CoreLogic AVM Estimates that you access or order through InfoTrack's Financial Disclosure product or an InfoTrack System.

G1 CoreLogic AVM Estimates

G1.1 CoreLogic AVM Estimates are supplied by RP Data Pty Ltd trading as CoreLogic Asia Pacific (**CoreLogic**) and distributed by InfoTrack.

G1.2 You acknowledge and agree that Your use of and access to the CoreLogic AVM Estimate is subject to the following additional terms, notices and disclaimers:

(a) **End User Terms**: CoreLogic's end user terms located at https://www.corelogic.com.au/legals/end-user-terms;

(b) An automated valuation model estimate (**AVM Estimate**) is a statistically derived estimate of the value of the subject property. An AVM Estimate is generated (i) by a computer driven mathematical model in reliance on available data; (ii) without the physical inspection of the subject property; (iii) without taking into account any market conditions (including building, planning, or economic), and/or (iv) 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.

(c) An AVM Estimate is current only at the date of publication or supply. An AVM Estimate must not be relied upon as a professional valuation or an accurate representation of the market value of the subject property as determined by a valuer. CoreLogic and InfoTrack expressly excludes any warranties and representations that an AVM Estimate is an accurate representation as to the market value of the subject property.

(d) To the full extent permitted by law, CoreLogic and InfoTrack excludes all liability for any loss or damage howsoever arising or suffered by the recipient, whether as a result of the recipient's reliance on the accuracy of an AVM Estimate or otherwise arising in connection with an AVM Estimate.

(e) © Copyright 2024. CoreLogic and its licensors are the sole and exclusive owners of all rights, title and interest (including intellectual property rights) subsisting in the CoreLogic AVM Estimate.

PART H RedBook Valuation Report

[Inserted 12 February 2024]

You agree that, in addition to the General Terms and any applicable Product Terms, the following third party terms apply to your use of the RedBook Valuation Report that You access or order through InfoTrack's Financial Disclosure product or other InfoTrack System.

H1 RedBook Valuation Report

H1.1 You acknowledge and agree that Your use of and access to the RedBook Valuation Report (accessed through InfoTrack's Financial Disclosure product) is subject to the following additional terms, notices and disclaimers:

(a) **End User Terms**: RedBook's end user terms located at https://www.redbook.com.au/info/terms-conditions/.

(b) Redbook prepares data and valuation from information gathered from a variety of third-party sources. Whilst all reasonable care is taken in producing the data and valuations, RedBook cannot guarantee or make any representations regarding the use of, or reliance, on it. RedBook is not responsible for any of the information provided to you and you should not rely on the data or valuations without making your own independent assessment of the vehicle and other sources of

information. RedBook is not liable for any loss or damages (other than in respect of any liability which may not lawfully be excluded) relating to your use of, or reliance on, this valuation and data; and

(c) Redbook data and valuations are provided for your personal and non-commercial use only. You must not, without the written approval of InfoTrack:

(i) modify, copy, distribute, transmit, display, perform, reproduce, publish or licence any data and valuations provided to you on Financial Disclosure;
(ii) use or attempt to use any data and valuations published on Financial Disclosure to create any web site or publication;
(iii) mirror or frame any data and valuations published on Financial Disclosure;
(iv) use any automated process of any sort to query, access or copy any data and valuations on Financial Disclosure or generate or compile any document or database based on the data and valuations published on Financial Disclosure; or
(v) transfer or sell any data and valuations offered on Financial Disclosure.

H1.2 Where **RedBook Valuation Report** means the valuation report for a vehicle (including passenger cars, light commercials and SUVs) provided by RedBook.

PART I illion

[Last updated 17 July 2024]

You agree that, in addition to the General Terms and any applicable Product Terms, the following third party terms apply to your use of the illion Services that you access or order through InfoTrack's Financial Disclosure product or other InfoTrack System:

https://bankstatements.com.au/about/terms.

Where **illion Services** means the services provided to You by illion including:

(a) illion BankStatements where illion connects to your bank account enabling you to retrieve PDF copies of your bank account statements; and

(b) where illion connects to your MyGov account enabling you to retrieve your notices of assessment from the Australian Taxation Office.

PART J Basiq

[Last updated 26 May 2025]

You agree that, in addition to the General Terms and any applicable Product Terms, the following third party terms apply to your use of the Basiq Services that you access or order through InfoTrack's Financial Disclosure product or other InfoTrack System.

J1 Basiq Services

J1.1 You acknowledge and agree that Your use of and access to the Basiq Services (accessed through InfoTrack's Financial Disclosure product) is subject to the following additional terms:

(a) End User Terms & CDR Policy: Basiq's End User Terms and CDR Policy located at:

(i) https://docs.basiq.io/en/articles/415750-basiq-terms-of-service; and
(ii) https://docs.basiq.io/en/articles/5088017-consumer-data-right-cdr-policy.

(b) Except as expressly permitted under this Agreement, You must not and will use best endeavours to ensure Your Permitted Users and any other person within your reasonable control does not:

(i) use the Basiq Services to alter or interfere with the normal operation, behaviour or functionality of the Basiq Services;
(ii) use the Basiq Services to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;

(iii) use the Basiq Services in any way that damages, circumvents, disables, interferes with or interrupts the functioning of the Basiq Services or any component thereof;
(iv) introduce malicious programs (including viruses, worms, trojan horses and e-mail bombs) into Basiq's hardware and software or systems;
(v) use the Basiq Services to carry out security breaches or disruptions of a network;
(vi) use the Basiq Services (including through any program/script/command, or sending messages of any kind), with the intent to interfere with, or disable, any person's use of the Basiq Services;
(vii) use the Basiq Services to interfere or circumvent, in any manner, Basiq's rights with respect to the Basiq Services, including circumventing user authentication or security or integrity of any of Basiq's or Basiq Personnel's networks, accounts or hosts;
(viii) sublicense the Basiq Services, including any API, for use by a third party, without Basiq's prior written consent;
(ix) create a customer product that substantially replicates the Basiq Services or any component thereof;
(x) use the Basiq Services in any manner to violate or aid in the violation of any third party Intellectual Property, including but not limited to another's copyrights, trade secrets, and patents;
(xi) attempt to undermine the security or integrity of Basiq Services;
(xii) engage in unauthorised use or any disclosure, copying, reproduction, modification, translation, alteration, distribution, de-compilation, disassembly or reverse engineering of the Basiq Services or components of the Basiq Services and/or associated documentation; and
(xiii) attempt to gain unauthorised access to any component of the Basiq Services or any materials other than those which you have been given express permission to access.

(c) **Permitted Purpose**: The Basiq Services may be used by You and Your Permitted Users only for the following purpose, and You shall ensure that the Basiq Services are not used for any other purpose:

(i) The collection of bank statements and validation of client funds and financial transactions for the purpose of due diligence.

J1.2 Where **Basiq Services** means the services provided to You by Basiq including where Basiq operates a data aggregation platform to retrieve and collate the data from your linked bank account.

PART K Dow Jones Risk Data

[Last updated 26 May 2025]

You agree that, in addition to the General Terms and any applicable Product Terms, the following third party terms apply to your use of the Dow Jones Risk Data incorporated or compiled within an InfoTrack Products that you access or order through an InfoTrack System or InfoTrack Reseller.

K1 Dow Jones Risk Data

K1.1 **Disclaimer**: The Dow Jones Risk Data is provided on an "as is", "as available" basis without warranties, conditions or representations of any kind and Dow Jones does not warrant the accuracy, timeliness, completeness, adequacy, merchantability or fitness for a particular purpose of the Dow Jones Risk Data. Neither InfoTrack nor Dow Jones shall not be liable to You or to any third party, in respect of any actual or alleged inaccuracy, untimeliness, inadequacy, merchantability or unfitness of the Dow Jones Risk Data. In particular, but without limitation, You acknowledge and agree that none of the Dow Jones Risk Data, any part of it and its provision constitutes any form of advice (investment, tax, or legal), recommendation, representation, endorsement or arrangement, and none of the same should be relied upon by any person for any reason, including, without limitation, in connection with any investment decision. You shall not make any statement respecting Dow Jones or the Dow Jones Risk Data that is contradictory or inconsistent with the foregoing statements.

K1.2 You acknowledge and agree that Dow Jones is providing the Dow Jones Risk Data and You are using the Dow Jones Risk Data solely to fulfil legally binding compliance obligations. Accordingly, You represent and warrant that You and Your Permitted Users will not use the Dow Jones Risk Data for any permissible purpose under section 604 paragraph 1681b of the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq.

(**FCRA**), or any applicable state or national fair credit reporting laws. For example, You represent and warrant that You will not, nor allow your Permitted Users to, use the Dow Jones Risk Data:

(a) in connection with a credit transaction involving the consumer to whom the data relates and involving the extension of credit to, or review or collection of an account of, the consumer;

(b) in connection with the underwriting of insurance involving the consumer; or

(c) for the purpose of evaluating a consumer for employment, promotion, reassignment or retention as an employee.

K1.3 You acknowledge that neither InfoTrack nor Dow Jones is a "consumer reporting agency" and that the Dow Jones Risk Data does not constitute a "consumer report" or "investigative consumer report" as such terms are defined in the FCRA, applicable state or national fair credit reporting laws.

K1.4 **Permitted Purpose**: The Dow Jones Risk Data may be used by You and Your Permitted Users only for the following purposes, and You shall ensure that the Dow Jones Risk Data is not used for any other purpose:

(a) performing customer or counterparty due diligence and other screening and risk management activities carried out to comply with legal or regulatory obligations to which You are subject, in particular "know your customer and counterparty" requirements under anti-money laundering, anti-bribery, corruption and economic sanctions regulation which apply to You;

(b) performing a statutory role as a governmental organisation;

(c) performing law enforcement duties; or

(d) any establishment, exercise or defence of legal claims relating to the Purposes set out in this Section K1.4,

each to the extent permitted under, and subject always to, applicable Privacy Laws (**Permitted Purpose**).

K1.5 **Special Categories of Data & Criminal Data**. The Dow Jones Risk Data involves the Processing of Personal Information, which may include Special Categories of Data and Criminal Data. You acknowledge that depending on the country or countries in which You and Your Permitted Users are established and are using the Dow Jones Risk Data, the laws of such country or countries may apply. You further acknowledge that in some jurisdictions (in particular some EEA countries and the UK), the legal bases for Processing Special Categories of Data and Criminal Data may be limited to performing due diligence and other screening activities in order to comply with legal or regulatory obligations of You and Your Permitted Users in the relevant country only. In those cases, You shall ensure that the Processing of the Dow Jones Risk Data by You and Your Permitted Users is limited to those purposes as authorised under relevant applicable Law only (including applicable Privacy Laws).

K1.6 **Accuracy of Dow Jones Risk Data**. While Dow Jones will use its reasonable efforts to ensure that the Dow Jones Risk Data is complete according to the Dow Jones coverage definition, Dow Jones does not warrant that the Dow Jones Risk Data includes a complete or accurate archive of every public figure or their associates, company, or news events in each country. Dow Jones does not imply any negative inferences about Data Subjects or entities referred to within the Dow Jones Risk Data merely due to their inclusion within the Dow Jones Risk Data.

K1.7 Neither You nor Your Permitted Users, shall:

(a) reproduce, distribute, display, translate, sell, publish, broadcast, or circulate any of the Dow Jones Risk Data to any third party (including, without limitation, via the use of the Dow Jones Risk Data in another form such as orally or via intercom devices), nor make the Dow Jones Risk Data available for any such use;

(b) redistribute, publish or use any of the Dow Jones Risk Data or any derived content (including, without limitation, charts from the Dow Jones Risk Data) in any commercial news or information service, nor permit any third party to do the same;

(c) use the Dow Jones Risk Data for Your benefit nor in conjunction with:

(i) any data mining or text mining software, or automated trend analysis application (without limiting the foregoing, neither You nor Your Permitted Users shall use the Dow Jones Risk Data for the development, testing, or use of algorithmic or automated trading applications or in algorithmic or automated trading applications.); or

(ii) systems or applications that enable any program that integrates news with customer relationship management, order management, trading, portfolio management tools or systems, mid- or back-office applications, or real-time payment screening applications and/or services.

(d) distribute or display any Dow Jones Risk Data:

(i) to or for any third party;
(ii) as part of "cobranded," "white-labelled", "private label" or "framed" web sites or services (including, but not limited to, via any site or through other arrangements that are branded with the trademarks, trade names, logos and insignia of InfoTrack or a person other than InfoTrack);
(iii) via a feed (including, without limitation, via RSS feeds); or
(iv) via any application programming interface (API) nor application program (for example, but not limited to, mobile phone applications for iPhone, iPad, Android, and/or BlackBerry);

(e) distribute or display any Dow Jones Risk Data in open access;

(f) edit, modify, reverse-engineer or disassemble any part of the Dow Jones Risk Data contained therein (including, without limitation, the time and date information applicable to each headline and story) nor use the Dow Jones Risk Data to create derivative works;

(g) use the Dow Jones Risk Data (or any content, information, or data based on or derived from the Dow Jones Risk Data) for purposes of text and data mining and/or developing, training, tuning, or operating machine learning or artificial intelligence models or algorithms or to derive or create any content, information or data; nor

(h) permit any third party to redistribute the Dow Jones Risk Data nor do anything prohibited in sub-clauses (a) - (g) above.

K2 Definitions

K2.1 **Criminal Data** means Personal Data relating to criminal convictions and offences or related security measures, including relating to the alleged commission of offences by a Data Subject or proceedings for an offence committed or alleged to have been committed by the Data Subject or the disposal of such proceedings, including sentencing.

K2.2 **Data Subject** means an individual who is the subject of Dow Jones Risk Data.

K2.3 **Dow Jones Risk Data** means any and all Personal Data, including Special Categories of Data and Criminal Data, Processed in connection with the supply of the Dow Jones Risk Data and which is accessed by You via an InfoTrack Product.

K2.4 **EEA** means the European Economic Area, consisting of all Member States of the European Union, plus Norway, Iceland and Liechtenstein, and for purposes of this Agreement shall also include Switzerland.

K2.5 **Process, Processing, or Processed** means any operation or set of operations that is or may be performed upon personal data in relation to the Dow Jones Risk Data, whether or not by automatic means, including, but not limited to, collection, recording, organization, storage, access, transmission, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination or otherwise making available, alignment, combination, blocking, disposal, deleting, erasure, or destruction.

K2.6 **Special Categories of Data** means Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, and data concerning health, a natural person's sex life or sexual orientation.

PART L SignIT

[Last updated 1 November 2023]

You agree that, in addition to the General Terms and any applicable Product Terms, the following third party terms apply to your use of and access to SignIT via an InfoTrack System:
http://www.docusign.com/company/terms-and-conditions/reseller.

PART M Identity Verification Services

You agree that, in addition to the General Terms and the applicable Product Terms, the following third party terms apply to your use of any IDV Services: https://www.gbg-cloudcheck.com/third-party-vendor/.

PART N Land Registry Services and Titles Products

[Last updated 1 November 2023]

You agree that, in addition to the General Terms, the following Product Terms apply to your use of any LRS Products you access or order through an InfoTrack System or InfoTrack Reseller.

From this **PART N** onwards:

> **LRS Products** includes any of the individual products: Certificates of Title, check and issue searches, land index searches, survey documents, and transfer of land documents; land dealings, instruments and plans, or any of the other products described in the any relevant conveyancing or transfer of land regulations, owned or licence by the relevant government and which a Government Valuer's General Department may make available from time to time.

PART O New Zealand

[Last updated 1 November 2023]

O1 Land Information New Zealand (LINZ)

O1.1 **LINZ Record of Title Data Disclaimer**: This publication contains data and statistics provided by Land Information New Zealand (**LINZ**) and is made available from the subject property's Record of Title provided by LINZ that has not been changed in any way by InfoTrack and is not a substitute for a Record of Title. LINZ, in its sole discretion, may require you to amend, delete the LINZ data at any time.

O1.2 The User will amend or delete the LINZ Data (or any part of it) within 10 Business Days of being directed by InfoTrack (which must only be made where InfoTrack receives a corresponding request from LINZ), and provide InfoTrack with reasonable evidence (satisfactory to LINZ) that such LINZ Data has been so amended or deleted; and

O1.3 The User accepts and agrees in respect of the LINZ Data:

(a) that while all reasonable efforts have been made by LINZ to ensure that the LINZ Data is as accurate as practicable within the bounds of the Specifications, LINZ makes no representations and gives no warranties that the LINZ Data is free from errors, omissions or other inaccuracies and the User releases LINZ from all liability (whether in contract, tort (including negligence), equity or any other basis) for any errors, omissions or other inaccuracies in the LINZ Data;

(b) LINZ makes no representations and gives no warranties that the LINZ Data, as delivered to InfoTrack, will be capable of being processed on the computer equipment or software of the User nor does LINZ have any obligation to train any personnel of the User;

(c) LINZ gives no warranty that the LINZ Data will be free from infection, viruses or destructive code and LINZ will not be liable (whether in contract, tort (including negligence), equity or any other basis) for any damage to, or viruses that may infect, any computer equipment or software of the User due to the use, installation or conversion of the LINZ Data; and

(d) LINZ gives no representations or warranties that any person has consented to the provision of the LINZ Data to the User or has otherwise consented to, or approved, any subsequent use or disclosure of the LINZ Data; and

(e) it must not be used for direct marketing purposes or for the creation of direct marketing lists for providing or selling to other parties.

O1.4 The User accepts and agrees in respect of LINZ:

(a) LINZ shall not be liable (whether in contract, tort (including negligence), equity or any other basis) for any loss or damage, sustained by the User directly or indirectly from any use whatsoever of the LINZ Data (even if LINZ has been advised of the possibility of such loss or damage), with such loss/damage including any damage to property, injury to persons, loss of profits, business interruption loss, loss of data, and loss as a result of any amendment to or deletion of the LINZ Data in accordance with paragraph 1 above;

(b) Without limiting (a) above, LINZ will not be liable (whether in contract, tort (including negligence), equity or any other basis) for any loss or damage whatsoever arising from modification, amendment or deletion (whether pursuant to paragraph 1 above or otherwise) made to the LINZ Data or any compilation or derivative work created from or using the LINZ Data in each case whether made by InfoTrack or the User; and

(c) Where any exclusion of InfoTrack's liability under this Agreement is inapplicable or is held unenforceable, the liability of LINZ (whether in contract, tort (including negligence), equity or any other basis) under or in connection with this Agreement, or arising out of any use, reproduction, modification, amendment or deletion of the LINZ Data (by InfoTrack, the User or any other person), shall be limited to the (GST exclusive) fees paid by InfoTrack for the LINZ Data which gave rise to relevant loss or damage;

O1.5 The User will to the extent it is permitted to pass on any LINZ Data, ensure that any third parties that directly or indirectly receive LINZ Data from the User (including any compilations, derivative works, modified versions, copies or reproductions made from the LINZ Data) with the limitations, exclusions and caps expressed in this section, and where this is not possible, the User must include the following acknowledgement note: "Sourced from Land Information New Zealand data. Crown Copyright Reserved".

O1.6 The User acknowledges that this section is also for the benefit of LINZ for the purposes of the Contracts (Privity) Act 1982.

O1.7 In this section:

Landonline means the online transaction centre for property professionals operated by LINZ at: http://www.linz.govt.nz/land/landonline

LINZ means Land Information New Zealand.

LINZ Data means LRS Products delivered by LINZ to InfoTrack.

Specifications means those specifications set out in the Introduction to the Provision of Bulk Data from Landonline.

PART P Queensland

[Last updated 1 November 2023]

P1 State of Queensland (Department of Resources) & Queensland Titles Registry

P1.1 **Ownership:** I acknowledge that I have no rights of ownership in the Information Products and all intellectual property rights, including copyright in the Information Products that the Licensor or the copyright owner has, are retained by the Licensor or the copyright owner.

P1.2 **Liability**

(a) I acknowledge that, except as provided in the section titled Statutory Compensation below, the Licensor does not guarantee the accuracy or completeness of the Information Products, and does not make any warranty about the Information Products.

(b) I agree that, except as provided in the section titled Statutory Compensation below, the Licensor is not under any liability to me for any loss or damage (including consequential loss or damage) arising out of or in connection with my use of the Information Products.

P1.3 **Statutory Compensation**: The provisions of the section titled Liability above are subject to the provision that the State of Queensland through the Department of Resources will be liable to compensate me in accordance with the provisions of Subdivision C of Division 2 of Part 9 of the *Land Title Act 1994* (as amended) if I suffer deprivation of a lot, interest in a lot or loss or damage in accordance with the *Land*

Title Act. Where I am entitled to compensation against the State of Queensland through the Department of Resources pursuant to the above-mentioned provisions of the *Land Title Act*, I agree that I will seek compensation in accordance with the provisions of the *Land Title Act*.

P1.4 **Privacy**

(a) I agree that I 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.

(b) I agree that I will not use the Information Products for Direct Marketing.

P1.5 **Permitted Use:** I accept that the use of the Information Products by me will be limited to my own personal use or for use in the ordinary course of my business. I will not on-sell or distribute the Information Products to any other third party, nor will I produce any products incorporating the Information Products, except with the prior written approval of the Licensor.

P1.6 **General Conditions**: This agreement will be governed by and construed in accordance with the laws of the State of Queensland, Australia.

P1.7 **Definitions**

Direct Marketing means one to one marketing using personal details (e.g. name, address, email address or other Personal Information), 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 a product supplied through online access search types (e.g. Title Search).

Licensor means either the State of Queensland (Department of Resources) or Queensland Titles Registry Pty Ltd, as applicable.

Personal Information means information or an 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.

PART Q New South Wales

[Last updated 1 November 2023]

Q1 NSW Land Registry Services (NSW LRS)

Q1.1 Users are prohibited from:

(a) Using the Property Information other than for their own personal or business purposes;

(b) On-selling and/or sub- licensing Property Information to any other person (whether in its original or altered form);

(c) Altering the format, meaning or substance of any Property Information supplied;

(d) Making copies of the Property Information other than as is reasonably required for their personal or business purposes or for back up purposes; or

(e) Performing, or representing that they perform, the services of an information broker or a commercial reseller of Property Information.

Q1.2 **Definitions**

Property Information means the types of information and data described in the NSW Land Registry Services Broker Agreement between NSW LRS and InfoTrack, including NSW LRS Titling Products, Central Register of Restrictions Products and Hunter Water Products, and as amended from time to time.

PART R Victoria – State of Victoria

[Last updated 26 May 2025]

R1 The State of Victoria (Department of Environment, Land, Water and Planning)

R1.1 The Customer or User is prohibited from:

(a) 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;

(b) altering the format, meaning or substance of the Licensed Material;

(c) 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 in any other respect to the Register or Land Index;

(d) 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

(e) using the information available from the Licensed Material for other than the Authorised Purposes.

R1.2 The Customer or User must execute a deed in the form of Schedule 5 to the Licence Agreement (as set out in **PART Y** of these Third Party Terms) before InfoTrack or the Third Party (as applicable) is permitted to provide the Customer or User with access to the name search service via the Land Index.

R1.3 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:

(a) a copy or reproduction is for an Authorised Purpose;

(b) the State has approved in writing its copying or reproduction; or

(c) all persons to which that part of the Land Index relates have given written consent to such copying or reproduction.

R1.4 The Customer or User acknowledges and agrees that:

(a) 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 S*ale of Land Act 1962* (Vic);

(b) 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 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

(c) 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 195*8 (Vic).

R1.5 The Customer or User acknowledges that where a Customer or User has access to Property Enquiry Data, the Customer 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:

(a) there is an error in the Register search statement or property certificate sent to the Customer or User; or

(b) the wrong Register search statement or property certificate is sent to the Customer or User,

InfoTrack is still responsible for the payment of the fees and charges for such certificate under the Licence Agreement.

R1.6 The Customer 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.

R1.7 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 InfoTrack or the 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 Uniformed 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).

R1.8 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.

R1.9 **Definitions**

Authorised Purposes means:

(a) dealings with interests in land authorised by Law;

(b) a purpose directly related to such dealing (such as preparing and providing vendor statements as required by Law) 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,

and for the avoidance of doubt does not mean:

(d) data aggregation, data matching, data analysis or data mining (whether through manual analysis or automated “big-data” type analysis), direct marketing, compilation, updating or verification of mailing lists, list brokering of the Licensed Material or any related purpose except to the extent that such activity is required by Law (including any obligation under a court order or Victorian Civil and Administrative Tribunal order); or

(e) reverse engineering or altering of the Licensed Material;

Crown Land 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 refers to the person who has entered into a “Customer Agreement” with InfoTrack in accordance with clause 13 of the Licence Agreement for access to the Licensed Material;

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;

LANDATA® System means the computerised system operated by or on behalf of or under licence from the State, and as varied from time to time, which currently provides access to 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, by-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 the Licence Agreement;

Licence Agreement means the LANDATA® Licensing Agreement for Titles and Property Certificate Information between InfoTrack and the State;

Licensed Material means the material identified in Schedule 1 of the Licence Agreement and any update or new release of that material;

Property Enquiry Data means details obtained from various statutory bodies relating to a property in Victoria but excluding Title Search Data;

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.

Register has the meaning given to it in section 4 of the *Transfer of Land Act 1958* (Vic);

State means the Crown in right of the State of Victoria;

Title Search Data means information consisting of the details of the Register including title particulars, final search, historical search, plans and lodged instruments;

Third Party means a Customer who has entered into an agreement with the Licensee in accordance with clause 13.1 of the Licence Agreement to have access to and the right to re-supply access to the LANDATA® System to Users;

User refers to a person who has entered into a "User Agreement" with a Third Party in accordance with clause 13 of the Licence Agreement for access to the Licensed Material.

PART S Victoria - VICLRS

[Last updated 26 May 2025]

S1 Victorian Land Registry Services (VICLRS)

S1.1 The Product is copyright of the VICLRS and neither the Product nor any part of the Product may be reproduced or copied.

S1.2 The Product is for personal use only and the End Customer is prohibited from on-selling, re-supplying, distributing or providing the Product or any part of the Product to any other person for a fee or for using the Product for anything other than the Authorised Purpose.

S1.3 The Product is based on the information in the Register and VICLRS accepts no responsibility for the accuracy or completeness of the Register and the Customer is still liable to pay the Customer Product Fee irrespective of any error, inaccuracy or incompleteness in the Register.

S1.4 If a Customer purchases a Product, the Customer consents to VICLRS collecting and using any Personal Information provided by the Customer for the purposes of providing the Product and for use in the operations of VICLRS.

S1.5 **Authorised Purpose**: The Authorised Purposes is as defined in these terms, or as otherwise specified in the Product Order Form, which is extracted below:

(a) **Digital Register Search Statement (DRSS)**

(i) Dealings with interests in land authorised by Law;

(ii) A purpose directly related to such dealing (such as preparing and providing vendor statements as required by Law) provided that the purposes is not contrary to any Law; or

(iii) An enquiry relating to land or the ownership of land recorded in the Register provided that the enquiry or the purpose of the enquiry is not contrary to Law.

(b) **Commercial Title Alert Service**

(i) As per the definition of Authorised Purpose, and the purposes authorised in accordance with the relevant Order Form. In this instance, the Order Form for the Commercial Title Activity Search, which includes distribution of the Commercial Title Alert Service to Customers for the specific purposes of:

(A) portfolio monitoring (pre / post / search activity); and

(B) unexpected transaction alerts.

S1.6 **Disclaimers**: The Customer acknowledges and agrees that all information (including any Personal Information relating to Customers) included in the Products will be derived from the information contained in the Register as at the time of the relevant Product order, and that:

(a) VICLRS makes no representation or warranty as to the accuracy or completeness of such information in the Products or the materials obtained through the InfoTrack's access to or use of the VICLRS Data Interface, and accepts no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information (including in relation to any customer enquiry or complaint made by a Customer, Approved Third Party or InfoTrack that any such information provided as part of a Product is inaccurate, incomplete or otherwise contrary to their expectations);

(b) the information from the Register is valid at the time and in the form obtained from VICLRS and VICLRS accepts no responsibility for any subsequent release, publication or reproduction of the information derived from the Register; and

(c) **Commercial Title Alert Service**:

(i) The data used to provide the Product will be drawn from and will reflect the data in the Register and that any errors in the Register will not entitle the Customer to a refund of the Customer Product Fee; and

(ii) VICLRS is not liable for any data input errors, faults, defects or omissions in connection with the delivery of the Product.

S1.7 **Definitions**

Approved Third Party means a Customer who has been approved by VICLRS to purchase Products for the purposes of on-selling Products to End Customers in accordance with a Data Product Distribution Agreement between VICLRS and InfoTrack.

Authorised Purpose means distribution of the Products:

(a) to End Customers, for the End Customers' personal use only; and

(b) to Approved Third Parties, for on-selling of the Products to End Customers for their personal use only;

for the avoidance of doubt, excludes:

(c) any re-sale, on-selling or re-distribution of the Products (except by Approved Third Parties to the extent permitted); or

(d) the use of any Customer information (including Personal Information) obtained in connection with, or arising out of, any order for the Product, for direct marketing or promotional purposes, including the creation, preparation, compilation, updating, verification or validation of mailing, marketing or contact lists, list brokering, data aggregation, data matching, data analysis or data mining (whether through manual analysis or automated "big-data" type analysis) or any related purpose except to the extent that such activity is required by Law (including any obligation under a court order),

or as otherwise specified in clause S1.5(a).

Customer means a customer of InfoTrack who wishes to purchase a Product, including an End Customer and an Approved Third Party.

Customer Product Fee means the full amount charged by InfoTrack or an Approved Third Party to a Customer for the purchase of a Product, including postage and GST.

End Customer means an end retail customer of InfoTrack or an Approved Third Party (as the case may be) who wishes to purchase Products for their own personal use.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation or other instruments, orders and proclamations, licences, permits, authorisations, accreditations, codes of practice, codes of conduct, industrial instruments, industrial awards, judicial orders or other requirements which is enforceable or is issued under any statute, regulation, order proclamation, rule or subordinate legislation or by any government agency, or common law or, the principles of equity all as applicable from time to time.

Order Form means an order form under a Data Distribution Agreement between VICLRS and InfoTrack

PDPA means the *Privacy and Data Protection Act 2014* (Vic).

Personal Information means has the meaning given in applicable Privacy Laws from time to time and includes any information (or data) or opinion in any form, whether true or not, about an identified individual, or an individual who is reasonably identifiable, which is disclosed or accessible under the Data Product Distribution Agreements between VICLRS and InfoTrack.

Privacy Act means the *Privacy Act 1998* (Cth).

Privacy Laws means:

(a) the Privacy Act;

(b) the PDPA; and

(c) all other relevant laws, rules, regulations which relate to the privacy and protection of Personal Information.

Product means the products made available to InfoTrack pursuant to a relevant Order Form and the Data Distribution Agreements between VICLRS and InfoTrack, including but not limited to Digital Register Search Statement (DRSS) and Commercial Title Alert Service.

Register has the meaning given to it in section 4 of the *Transfer of Land Act 1958* (Vic).

VICLRS Data Interface means the delivery method for the Product as specified in a relevant Order Form, which can include the LANDATA® System, an API or a data exchange mechanism.

PART T Western Australia - Landgate

[Last updated 1 November 2023]

T1 Landgate

T1.1 The End User:

(a) May only use a Title Product for its Internal Business Use;

(b) Consents to its information being collected and provided to Landgate for audit and inspection purposes;

(c) Must do all things within its power to prevent the unauthorised use or disclosure of the Title Products and any related information;

(d) Must do all things within its power to ensure the Title Products are only used for lawful purposes and in ways that are consistent with these (Landgate Suggested) terms and conditions, the Broker's Agreement, the TLA and the Land Information Authority Act 2006.

(e) Must at its own cost, comply with all regulations, restrictions and conditions imposed by any legislation for the use of, access to, storage of or dealing with the Title Products including Privacy Legislation.

T1.2 The End User must not:

(a) Reproduce, supply, on-sell, sub-license, disclose or otherwise provide the Title Products in any form to any other person other than in accordance with Internal Business Use;

(b) Alter the format, meaning or substance of any Title Products supplied;

(c) Alter or omit the meaning, substance, content, coordinates or spatial integrity of any Title Products;

(d) Create data or other products which are the same as or substantially similar to the Title Products, or reverse engineer or rework the Title Products or by any means use any:

(i) outputs, whether or not from the Title Products; or

(ii) combination of data which includes the Title Products; or

(iii) permit any third party to do the same, except as permitted by law;

(e) Derogate or detract from the legal rights of Landgate in the Title Products or any data derived from the Title Products

(f) Display, distribute, sell, license, hire, let, trade or expose the Title Products for sale;

(g) Keep a copy of any portion of the Title Products or any data derived from the Title Products;

(h) Store any Title Products (or any part of them) in any form;

(i) Not use or permit to be used, the logo of Landgate or any modification thereof, unless:

(i) in accordance with these (Landgate Suggested) terms and conditions; or

(ii) with the prior written consent of Landgate.

T1.3 End Users acknowledge that they use the Title Products at their own risk, from the time of delivery to them.

T1.4 The End User must:

(a) Have formal procedures in place to:

(i) provide protection (e.g. Firewall) against intrusion and uncontrolled access to any Title Product, particularly through the Internet;

(ii) prevent unauthorised access or downloading of Title Products; and

(iii) ensure any Title Products are properly secured from interference when they are being transferred across the Internet.

(b) Ensure that its officers, employees, agents, contractors and third parties are made personally aware of and agree to comply with the security obligations contained in these (Landgate Suggested) terms and conditions, before providing them with access to any Title Product.

T1.5 The Parties acknowledge and agree that all Intellectual Property Rights in:

(a) the Title Products;

(b) any data derived from the Title Products; and

(c) any documentation provided by Landgate to the Broker for the purposes of supplying or providing Title Products to End Users;

are the property of either Landgate or the State of Western Australia.

T1.6 The End User agrees to:

(a) comply with the requirements of the Privacy Legislation, particularly in relation to its handling of personal information, as defined in the same, including the collection, use, disclosure and security of such information, whether or not the End User is required by law to comply with the Privacy Legislation; and

(b) comply with any other reasonable direction relating to privacy given by Landgate, including those relating to Landgate's own privacy policies and procedures; and

(c) not to do anything which if done by Landgate would be a breach of the Privacy Legislation.

T1.7 Landgate (including its board members and employees) will not be responsible for any actions, claims, cost, proceedings, suits or demands whatsoever arising out of any breach of the Privacy Legislation by an End User or third person, in relation to any Title Product they obtain, or in relation to the Broker's Outputs. Furthermore:

(a) The End User must not use any Title Product for the purpose of Direct Marketing of goods or services.

(b) The End User must not release the Title Products to any third party where that party intends to use those Title Products for the purpose of Direct Marketing of goods or services.

(c) The End User must provide any assistance requested by Landgate in relation to an investigation of an allegation of misuse of any Title Product, or contravention of the Privacy Legislation.

T1.8 The End User agrees to only release publicity statements or any other form of advertisement or promotion that specifically refers to Landgate or Landgate's Land Information Products where:

(a) they have first been approved by Landgate's authorised delegate in writing (including by email), which approval will not be unreasonably withheld; and

(b) at least 24 hours written notice has been provided to Landgate prior to any such release;

T1.9 The End User acknowledges and agrees that, other than as expressly provided for in these (Landgate Suggested) terms and conditions, and to the extent permitted by law:

(a) No warranty, condition, description or representation is given by Landgate in relation to any documentation, services and/or software provided in conjunction with the Title Products, except for the Title Products themselves as provided under the TLA;

(b) All representations, warranties, terms and conditions whether express or implied by use, statute or otherwise, in relation to the state, quality or fitness for purpose of any documentation, services and/or software provided in conjunction with the Title Products are excluded, except for those provided under the TLA for the Title Products themselves;

(c) Landgate will not be liable to End Users for any loss or damage (including loss of profits, business, revenue or data), arising from or in connection with the supply of the Title Products, whether in contract, tort, negligence or otherwise, or in relation to:

(i) the performance of the Web Service;

(ii) any claim for infringement of intellectual property rights based on the modification, combination, operation or use of the Title Products with any computer programs, systems or data not furnished by Landgate;

(iii) the Broker's Outputs; or

(iv) anything except the Title Products provided under the TLA.

(d) Notwithstanding the preceding clause, Landgate's liability for any breach of terms implied by legislation which cannot be excluded, will be limited to the extent permitted by law and at the option of Landgate, to one or more of the ways permitted by section 68A(i) of the Trade Practices Act 1974 (Cth), at Landgate's option.

T1.10 If there is any inconsistency between:

(a) these (Landgate Suggested) End User terms and conditions; and

(b) the remainder of the agreement between the Broker and the End User for the supply or provision of Title Products; these (Landgate Suggested) End User terms and conditions prevail to the extent of that inconsistency.

T1.11 **-DEFINITIONS**

Broker's Agreement means the means the head licence between the Broker and Landgate, or the document entitled the Landgate Title Products Broker Agreement 2009.

Broker means:

(a) the party who has been appointed by Landgate as its non-exclusive agent to carry on Landgate's Business for the term of the Broker's Agreement; and

(b) the party with whom the End User has entered into a contract to supply or provide Title Products.

Broker's Outputs means the Broker's own products and services which:

(a) are produced independently by the Broker; and

(b) are not part of Landgate's Business and not the subject of Landgate's agency arrangements; and

(c) supplement the Title Products, without altering their inherent nature or integrity; and

(d) will be supplied at a price determined entirely by the Broker.

Broker's Outputs may include the following products and services:

(a) Bundling or packaging together several Title Products; and/or

(b) Bundling or packaging the Title Products with other products from the Broker's business;

(c) Providing integrated web portals or web services;

(d) Providing advanced account management functions;

(e) Any other Broker product which incorporates a Title Product

End User means the Broker's or Sub-Broker's customer, member or subscriber, who has entered into an agreement with the Broker or Sub-Broker, for the supply or provision of Title Products. The term End User includes the officers, employees, servants, contractors and agents of the same. End Users may use Title Products for Internal Use only.

Intellectual Property Rights means all rights in and to any copyright, trademark, trading name, design, patent, know how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of these rights and any right to protect or enforce any of these rights, as further specified in clause 26 of the Broker's Agreement.

Internal Business Use means use for an End User's:

(a) own business or internal purposes; or

(b) own clients or customers, where those clients will be the final recipient of the Title Products concerned and they will only use the Title Products concerned in relation to the singular purpose or transaction for which they were acquired.

Landgate's Business means to market, promote and sell Title Products, on behalf of Landgate to End Users.

Privacy Legislation means the Privacy Act 1988 (Cth) and any State privacy legislation which may be enacted during the Term.

Title Product is the generic term used to describe:

(a) any of the products which are supplied by Landgate to the Broker, as specified in the Broker's Agreement; or

(b) any of the other products described in the TLA Regulations, which Landgate may make available to Brokers through the Web Service from time to time.

TLA means the Transfer of Land Act 1893 (WA).

Web Service means the customised internet access to Landgate's computerised systems, including an online ordering service, which is provided by Landgate for the Broker.

PART U Western Australia – Land Services WA

[Last updated 26 May 2025]

U1 Smart Notification System (SNS) also known as Title Alerts

U1.1 **Use of SNS**

(a) You must not alter the format, meaning, substance or content of any alert generated by SNS.

(b) You (and your employees, contractors and agents) must only use alerts generated by SNS for your personal or internal administration and operation.

(c) You may provide alerts generated by SNS to a client, but only where that client will be the final recipient of that alert for a specific purpose or transaction for which the subscription was established.

U1.2 **Third party use**:

(a) Other than where expressly authorised above, you (and your employees, contractors and agents) must not reproduce, sell, on-sell, hire, let, trade, sub- license, display, distribute, disclose or otherwise provide SNS or alerts generated by SNS in any form to any other person.

(b) You must not make SNS or alerts generated by SNS available to your Consultants unless the Consultant:

(i) is engaged solely for the purpose of assisting you to facilitate system access and use of the SNS in accordance with the Authorised Purpose(s)and receives no benefit from the use of the SNS except the fee paid by you; and

(ii) signs, lodges and has approved by the Supplier, if required, a Confidentiality Deed in the form prescribed by the Supplier.

U1.3 **No reliance**: You acknowledge and agree that:

(a) you should not act on the basis of SNS, or anything contained in an alert generated by SNS, without first obtaining specific professional advice;

(b) SNS was not developed to meet your requirements;

(c) it is your sole responsibility to ensure that SNS meets your own individual requirements;

(d) SNS and alerts generated by SNS are not regulated products and are not warranted by Landgate;

(e) any reliance on SNS or alerts generated by SNS is at your own risk; and

(f) neither Landgate nor the Supplier is responsible for any reliance by you on SNS or alerts generated by SNS.

U1.4 **Intellectual Property**: You acknowledge and agree that:

(a) the underlying Data in SNS is owned by Landgate;

(b) JSON is owned by third parties and, if JSON is used to provide SNS, it is made available on an open source basis; and

(c) all other Intellectual Property Rights in SNS and any data derived from SNS are the property of the Supplier.

(d) You must ensure that any notices relating to Intellectual Property Rights, including the Supplier's trade mark or disclaimer appearing in literature relating to SNS, are not altered or removed.

U1.5 **Security**: You must:

(a) effect and maintain adequate security measures to ensure that SNS is not used or accessed by any third party, to the Customer and Supplier's reasonable satisfaction;

(b) take all reasonable steps that a prudent operator in a similar situation would take to prevent unauthorised access, damage and interference to SNS or the Customer's System;

(c) have formal procedures in place to:

(i) provide protection (eg Firewall) against intrusion and uncontrolled access to SNS; and

(ii) ensure any SNS are properly secured from interference when they are being transferred; and

(d) immediately notify the Customer and the Supplier of any activity that may or does breach the security measures outlined above.

U2 Data Packet Service

U2.1 Use of Data Packets

(a) You must not alter the format, meaning, substance or content of any Data Packet.

(b) You (and your employees, contractors and agents) must only use Data Packets for your personal or internal administration and operation.

(c) You may provide Data Packets to a client, but only where that client will be the final recipient of that Data Packet for a specific purpose or transaction for which the Data Packet was acquired.

U2.2 Third party use

(a) Other than where expressly authorised above, you (and your employees, contractors and agents) must not reproduce, sell, onsell, hire, let, trade, sub-license, display, distribute, disclose or otherwise provide the Data Packet in any form to any other person.

(b) You must not make Data Packets available to your Consultants unless the Consultant:

(i) is engaged solely for the purpose of assisting you to facilitate system access and use of the Data Packet in accordance with the Authorised Purpose(s)and receives no benefit from the use of the Data Packet except the fee paid by you; and

(ii) signs, lodges and has approved by the Supplier, if required, a Confidentiality Deed in the form prescribed by the Supplier.

U2.3 Data reliance

(a) You acknowledge and agree that:

(i) Data Packets have not been prepared to meet your specific or individual requirements;

(ii) it is your sole responsibility to ensure that the Data Packet meets your own individual requirements;

(iii) Data Packets are not regulated products and are not warranted by Landgate;

(iv) the information contained in the Data Packets is only a true and accurate representation of the interests recorded against the title as at the time of your call or request for the Data Packet; and

(v) you should seek professional advice prior to acting on the basis of the information contained in the Data Packet.

U2.4 Intellectual Property

(a) You acknowledge and agree that:

(i) Title Products and the underlying Data in the Data Packet Service are owned by Landgate;

(ii) JSON is owned by third parties and made available on an open source basis; and

(iii) all other Intellectual Property Rights in the Data Packets and any data derived from the Data Packets are the property of the Supplier.

(b) You must ensure that any notices relating to Intellectual Property Rights, including the Supplier's trade mark or disclaimer appearing in literature relating to the Data Packets, are not altered or removed.

U2.5 Security

(a) You must:

(i) effect and maintain adequate security measures to ensure that any Data Packet is not used or accessed by any third party, to the Customer and Supplier's reasonable satisfaction;

(ii) take all reasonable steps that a prudent operator in a similar situation would take to prevent unauthorised access, damage and interference to the Data Packet, Broker Web Service or Customer's System;

(iii) have formal procedures in place to:

(A) provide protection (eg Firewall) against intrusion and uncontrolled access to any Data Packet;

(B) prevent unauthorised downloading of Data Packets before payment has been secured; and

(C) ensure any Data Packets are properly secured from interference when they are being transferred; and

(D) immediately notify the Customer and the Supplier of any activity that may or does breach the security measures of this clause.

U2.6 **Suppression of information**

(a) You must not search for a Data Packet if you have received a notice advising that Landgate has imposed a restriction on its search (Information Suppression Notice).

U2.7 **Definitions**

Consultant means any person (including the employees and contractors of that person) engaged by the Customer.

Data Packet means the JavaScript Object Notation (JSON) file containing structured Certificate of Title data that must accompany the Title Product. A Data Packet is also known as a Data Packet Service in the Data Packet Service Specification.

Landgate means the Western Australian Land Information Authority, a body corporate established by the Land Information Authority Act 2006 and trading as Landgate.

PART V Northern Territory

[Last updated 1 November 2023]

V1 Northern Territory Integrated Land Information System (ILIS) Databases

V1.1 **Disclaimer**: The Northern Territory Government gives no warranty as to the condition, quality or fitness of the data for the User's requirements. The User is responsible for ensuring that the data supplied meets its individual needs.

V1.2 The User accepts that the data, and the copyright therein, provided by Northern Territory Government to InfoTrack and on-sold to the User, is owned wholly by Northern Territory Government. The User provides an undertaking to InfoTrack that it shall observe and perform with respect to the data the following terms and conditions as they are imposed by Northern Territory Government upon InfoTrack.

V1.3 **Limitations on Use**

(a) The User is permitted to use the data solely for the purposes of general conveyancing, surveying, lodgement and searching for or on behalf of clients transacting or dealing with land in the Northern Territory register of land. Use of the data and materials is limited to own personal use or for use in the ordinary course of business.

(b) The User does not have the right to on-sell the data to third party clients.

(c) The User shall not, and shall ensure that its employees do not, use the data for any purpose other than that set out in this clause.

(d) Except as set out in this clause, the User shall not reproduce, store or distribute the data to any person.

(e) The User may not use the data for the compilation of mailing lists or for direct marketing purposes.

(f) Except as set out in this clause, or unless otherwise agreed by the parties in writing, the User shall not use the data to on-sell or produce materials for sale to a third party, or for general sale or distribution.

V1.4 **Intellectual Property**

(a) No rights of ownership in the data are conferred on the User.

(b) All intellectual property rights in the data, including but not limited to copyright, shall remain vested in Northern Territory Government.

V1.5 **Confidentiality**: The User shall treat the data as private and confidential and shall take all reasonable steps to keep the data private and confidential. To this end the User shall:

(a) maintain a system for the safe custody of the data and copies of the data;

(b) copy the data for its own purposes only;

(c) disclose the data only to those of its employees whose duties require a knowledge of, or access to, the data and take all reasonable steps to minimise the risk of disclosure of the data by those employees;

(d) on becoming aware that a breach of these terms has occurred, immediately advise InfoTrack of the nature of the breach and what action has been taken or will be taken to protect the interests of InfoTrack.

V1.6 **Privacy**

(a) In this clause:

Act means the Information Act (NT)

Privacy Laws means the Information Privacy Principles set out in the Act or any 'code of practice' approved under the Act that applies to any of the parties to these terms.

Personal Information means all information about a person that is "personal information" as defined in the Act which is collected and/or handled by any of the parties in connection with these terms.

(b) The User agrees to deal with all Personal Information in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation.

(c) The User is to use Personal Information only for the purposes of fulfilling its obligations under these terms.

(d) The User is not to disclose Personal Information without the written authority of InfoTrack.

(e) The User is to immediately notify InfoTrack when it becomes aware that a disclosure of personal information may be required by law.

(f) The User is to ensure that any employees, agents or other person who may have access to Personal Information held by the User, are aware of and undertake to not access, use or disclose or retain Personal Information except in performing their duties of employment.

(g) The User is to take all reasonable measures to ensure that Personal Information is protected from misuse and loss and from authorised access, modification, disclosure or other misuse and that only personnel necessary to fulfil the obligations under this agreement have access to the Personal Information.

(h) The User acknowledges that individuals have the right to request access to, or correction of, the Personal Information held about them.

(i) The User, in respect to Personal Information, is to immediately notify InfoTrack when the User becomes aware of a breach of this clause or the Privacy Laws.

PART W South Australia

[Last updated 1 November 2023]

W1 South Australia - Land Services South Australia (LSSA)

W1.1 **Terminology**

"You" and "Your" means you personally, your business entity and officers, employees and agents of your business entity.

"We", "us", "our" and "LSSA" is a reference to either Land Services SA Operating Pty Ltd (ACN 618 229 815) as trustee for the Land Services SA Operating Trust (ABN 86 650 939), trading as "Land Services SA", in its capacity as principal and, to the extent that it provides any of the Online Services as delegate or agent of the Crown in Right of the State of South Australia ("State"), in its capacity as delegate or agent (as the case may be) of the State.

"Personal Information" has the meaning given in the Privacy Act.

W1.2 **Application of Terms**

(a) These Terms apply to your use of any services provided via the internet by us including the use of:

(i) our website www.landservices.com.au ("**Website**")

(ii) any materials provided by us to you, or by you to us or any information or materials obtained by you (either directly or indirectly) as a result of or in connection with your use of the Website or the Services (including information, text, images, graphics, logos, audio and/or video recordings, code and software information obtained by LSSA in providing certain land titling services, valuation services, transaction processing and other customer services for and on behalf of the State and information and data obtained by you in the search and product services ("**Data**")("**Content**").

(together the "**Online Services**").

W1.3 **Customer's Acknowledgements**

You acknowledge and agree that:

(a) the Data incorporated into the Content is collected by LSSA and the State solely for purposes related to the State's functions and that when the State or LSSA is collecting and processing the Data neither are contemplating any purpose to which You may put the Content;

(b) to the extent permitted by Law, the Data comprised in the Content is not guaranteed, warranted or represented by LSSA or the State to be accurate or is complete, up to date, error free, or suitable for any particular purpose;

(c) the Products accessed through the Online Services may not be free from infection, viruses or destructive code and LSSA is not liable to You for any damage or loss suffered by You as a result of Content accessed through the Online Services infecting or damaging Your applications, equipment, software and/or any other electronic device; and

(d) the Customer has exercised its independent judgement in accessing the Online Services and acquiring the Content and has not relied on any representation made by LSSA or the State which has not been stated expressly in these Terms or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by LSSA or the State.

W1.4 Notwithstanding any provision in these Terms, You are permitted to incorporate Your own data with the Content and, if You elect to do so, You warrant that:

(a) Your own data does not, and will not, infringe upon or misappropriate any rights or breach of Laws;

(b) Your own data is and will remain free of worms, viruses, trojan horses and other disabling code; and

(c) You will not run any network scanning software, spiders, spyware, robots, open relay software or any such similar software in relation to the Online Services which is designed to extract unauthorised data from the Online Services.

W1.5 **Content**

(a) Subject to any requirements of the Real Property Act 1886 (SA) (Real Property Act), any Content may be changed, withdrawn, discontinued at any time and without notice. The Content is provided from Australia and may not be available, appropriate or lawful for use in other jurisdictions. The Content does not necessarily reflect the views or opinions of LSSA or the State. The Content may

not be tailored to your particular circumstances and does not constitute advice or a recommendation.

(b) LSSA and the State accept no liability for any use of the Content or any reliance placed on it. Any use of or reliance on the Content is entirely at your own risk and you acknowledge and agree that it is your responsibility to verify any Content and otherwise seek your own independent advice.

(c) The Content provided by LSSA is subject to change without notice.

W1.6 **Collection of Information and Privacy**

(a) LSSA may collect Personal Information using the Online Services for providing Content to you, marketing purposes, our internal business purposes and any other specific purposes advise to you from time to time. The information may be used by us, our related companies, the State, and may be disclosed to our and the State's consultants or advisers. Any disclosure of Personal Information by us, our related companies or our consultants or advisers will be governed by both the *Privacy Act 1988* (Cth) (**Privacy Act**) and by our Privacy Policy and Privacy Statement (each found here: www.landservices.com.au).

(b) Any disclosure of Personal Information to the State will be governed by the State's Information Privacy Principles found at https://www.dpc.sa.gov.au/documents/rendition/DPC-Circular-Information-Privacy-Principles- IPPS-Instruction.pdf.

(c) Our Privacy Policy and Privacy Statement each include details of:

(i) how we collect, hold, store and share Personal Information;

(ii) the circumstances in which your Personal Information might be sent overseas;

(iii) your rights of access to, and correction of, your Personal Information; and

(iv) the security measures we have in place over your personal Information.

(d) You are not required to provide us with your Personal Information by any law, however if you fail to do so, we may not be able to carry out the purpose for which the Personal Information may be collected and used.

(e) You may contact LSSA if you have any questions regarding our use of your Personal Information or otherwise to request access to any Personal Information about you held by LSSA.

(f) LSSA and the State do not guarantee the security of any information you may send to LSSA or the State during its transmission, however LSSA will endeavour to protect such information once it is received.

W1.7 **Intellectual Property and Use of Data**

(a) Unless stated otherwise, either the State of LSSA owns of licences the copyright and all other proprietary rights in the Content. All Intellectual Property Rights in the Data remain with the State. Subject to the requirements of the law, at no stage are you entitled to commercialise the Data.

(b) You may not, without LSSA's or the State's prior written permission, reproduce, display, store, print, publish, distribute, commercialise, perform, adapt, or create derivative works from any Content other than as permitted by law and as required for your effective use of the Online Services. Any word or logo which appears in the Online Services in association with the ™ or ® symbol is a trade mark, and must not be used unless in accordance with the requirements of the law. LSSA and the State reserves any rights not expressly granted by these Terms.

(c) Except as expressly permitted under these Terms or to the extent permitted by law (including exercising your rights of inspection under section 65 of the Real Property Act), you must not:

(i) decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of the Online Services or the Content including any source code, object code, algorithms, methods or techniques used or embodied therein or any Data forming part of the Content;

(ii) remove or alter any copyright, trademark, logo or other proprietary notice or label appearing on or in the Online Services of the Content;

(iii) data mine, scrape, crawl, email harvest or use any process or processes that send automated queries to the Online Services or the Content (including robots or spiders);

(iv) use any robot, spider, or other device or process which impacts on the availability of the Online Services to other users; or

(v) use, or offer to use, the Online Services or any Content with the intention of encroaching upon the privacy of an individual or otherwise breaching the Privacy Act.

(d) Without limiting the above, you must not undertake any action that will impose a burden or make excessive demands on LSSA's or the State's infrastructure hosting the Website that we or the State deem, in our sole discretion, to be unreasonable or disproportionate usage.

W1.8 **Disclaimer**

(a) LSSA and the State do not attempt or purport to exclude any liability arising under statue if, and to the extent, that liability cannot be lawfully excluded. However, LSSA and the State exclude to the extent lawfully permitted all liability for any loss or damage of whatever kind (including consequential or incidental damage) and however arising (including due to negligence) that you may suffer, directly or indirectly, in connection with your use of or reliance on Online Services or any Content. Any warranties, guarantees, representations or other assurances implied or imposed by law or statue are expressly excluded to the fullest extent permitted by law. To the extent that any cannot be excluded, the liability of LSSA and the State will be limited to the cost of the resupply of the Content.

(b) In no event will LSSA or the State be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of any kind (including without limitation loss of profits, loss of data or damage to any equipment) arising out of your use of or access to the Online Services or any Content, your inability to use the Online Services or any Content, or the interruption, suspension or termination of the Website or any Content (including any damage incurred by third parties).

W1.9 **Indemnity**: You agree to indemnify and hold harmless LSSA and the State, their affiliates, agents, officers, employees and representatives from any loss, damage, expenses, penalties, claims or other liabilities that LSSA or the State may incur due to your use of the Online Services, any Content or any breach by you of these Terms.

W1.10 **Amendments to Terms and Conditions**: LSSA may at any time vary these Terms by publishing update Terms on the Website. Any amendment will be subject to approval of the State. You agree that any such updated Terms will immediately apply from the time that they are published on the Website. Your continued use of the Online Services after LSSA publishes updated Terms constitutes your acceptance to be bound by the updated Terms.

W1.11 **Conditions specific to Property Watch Alerts**

(a) The Customer acknowledges, and must ensure that each of its end users acknowledge, that in acquiring Property Watch, it understands that an Alert provided to the Customer only guarantees that the underlying action the subject of the Alert has occurred and that:

(i) an Alert could be triggered by the purchase of an applicable product and that purchase could be for any reason unrelated to a sale, conveyance or transaction on the relevant Certificate of Title (including by error); and

(ii) an Alert is an indicator only and, while it may indicate a future sale, dealing, conveyance or transaction on the relevant Certificate of Title, we do not guarantee, warrant or represent that any such action will occur."

PART X Tasmania

[Last updated 26 May 2025]

X1 Land Information System Tasmania (LIST)

X1.1 You agree that, in addition to the General Terms and any applicable Product Terms, the following third party terms apply to your use of and access to LIST data and products via an InfoTrack System:

https://www.thelist.tas.gov.au/app/content/the-list/termsandconditions/termsandconditions.html

PART Y LANDATA® Deed for Victorian Titles Products

[Last updated 1 November 2023]

Form of Deed for access to LANDATA® Licenced Materials

Deed for LANDATA® Conditions of Use

This deed poll is made by the person or entity whose name and address are set out below (**You**) in favour of the Crown in right of the State of Victoria (**State**).

Background

A. The State provides electronic access to certain licensed material relating to land titles, land dealings, or water shares in the State of Victoria which includes, amongst other things, the Land Index, through its licensees or customers of the licensees.

B. You have entered into an agreement with one such licensee (**InfoTrack**), or a customer of InfoTrack (**Customer**), for electronic access to the certain licensed material, including the Land Index.

C. InfoTrack or the Customer (as applicable) is authorised by the State to provide You with access to the name search service via the Land Index provided that You comply with the terms and conditions contained in this deed poll.

You declare as follows

2. What are your obligations regarding confidentiality and copying?

2.1 You agree that if information contained in the Land Index has been disclosed to You under the agreement between You and InfoTrack or the Customer (**Relevant Agreement**) (by means of electronic access or any other means) that (subject to this deed poll):

(a) You will treat that information as confidential; and

(b) You will not disclose that information other than for Authorised Purposes,

provided that nothing in this deed poll will be interpreted to restrict You in the use of information which has not been derived from the Land Index. Such information not derived from the Land Index but obtained from the Licensed Material can only be used in accordance with the Relevant Agreement.

2.2 You will not copy or reproduce any information disclosed to You under clause 1.1, and will take all reasonable precautions to prevent your employees, agents, or contractors from accessing or copying the information, unless:

(a) the copying or reproduction is for Authorised Purposes;

(b) the State has approved in writing the copying or reproduction; or

(c) all persons to which that part of the Land Index relates have given written consent to such copying or reproduction.

3. What if there is a breach of this deed poll?

3.1 If there is a breach of any provision of this deed poll and the State or InfoTrack or the Customer with whom You have entered into the Relevant Agreement provides You with written notice of that breach, You must remedy that breach within 14 days of receipt of the notice.

3.2 If the breach is not remedied within 14 days, the State or InfoTrack or the Customer with whom You have entered into the Relevant Agreement may by written notice terminate your rights of access to and use of the Land Index, but your obligations under clause 1 will continue to apply.

3.3 You acknowledge and agree that the State may (through its relationship with InfoTrack or the Customer) alter the scope and/or nature of information available for disclosure to You under clause 1.1 to the extent necessary to comply with any decision (including any order, direction or compliance notice) of the

Victorian Information Commissioner or any determination, direction or order of the Victorian Civil and Administrative Tribunal or any court of law.

4. Applicable Laws

This deed poll is governed by the laws of the State of Victoria.

5. How are certain words defined and how is this document interpreted?

5.1 In this deed poll:

(a) **Authorised Purpose** means:

(i) dealings with interests in land authorised by law;

(ii) a purpose directly related to such dealing (such as preparing and providing vendor statements as required by law) provided the purpose is not contrary to any law; or

(iii) an enquiry relating to land or the ownership of land recorded in the Register provided the enquiry or the purpose of the enquiry is not contrary to any law,

and for the avoidance of doubt does not mean:

(iv) data aggregation, data matching, data analysis or data mining (whether through manual analysis or automated "big-data" type analysis), direct marketing, compilation, updating or verification of mailing lists, list brokering or any related purpose except to the extent that such activity is required by law (including any obligation under a court order or Victorian Civil and Administrative Tribunal order); or

(v) reverse engineering or altering of the Licensed Material;

(b) **Land Index** means an 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;

(c) **Register** has the meaning given to it in section 4 of the *Transfer of Land Act 1958* (Vic);

(d) **You** includes your successors and assigns.

5.2 In this document, the following rules of interpretation apply:

(a) the singular includes the plural and vice versa;

(b) terms importing natural persons include partnerships and bodies corporate;

(c) other grammatical forms of defined words or phrases have corresponding meanings; and

(d) where You comprises two or more persons, the provisions of this document bind each party individually as well as together.

Execution

You: _____

Address of You: _____

Dated 20

EXECUTED AS DEED POLL by You in favour of the State of Victoria and delivered on the date shown above.

Delete the execution clause that is not applicable.

[Sole Trader]

Signed Sealed and Delivered)
by the person named in the)
Schedule in the presence of:) .....
(Signature)

.....
(Signature of Witness)

.....
(Name of Witness)

OR

[Company]

Signed Sealed and Delivered by)
)
.....)
in accordance with s127 of the)
Corporations Act 2001)

.....Director Name.....
(Signature) (Block letters)

.....Director/Secretary Name.....
(Signature) (Block letters)

OR

[Partnership]

Signed Sealed and Delivered)
by [ ])
trading as [ ])
in the presence of:) .....
(Signature)

.....
(Signature of Witness)

.....
(Name of Witness)

OR

[Government Department]

Signed Sealed and Delivered by)
)
a duly authorised officer of the)
Department of [ ])
for and on behalf of the)
[insert state] in the presence of:)

…… ……
(Signature of Witness) (Signature)

……

(Name of Witness)

Each of You and the witness states that this Deed was signed in counterpart and witnessed over audio visual link in accordance with section 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic). [**Delete this statement if not applicable**]