

MSA National Services Terms and Conditions

1. Term

- (a) This Agreement shall commence upon the acceptance by MSA National Pty Ltd ACN 604 605 156 (**MSA National**) of the User's Licence Agreement and subject to the terms and conditions outlined herein.
- (b) The User will be bound by the terms and conditions set out in this Agreement from the date that the User first accesses or uses the Services.
- (c) This Agreement will apply to all Users, members and others who access the Services. Where such a person accesses the Services on behalf of an entity or organisation, that entity or organisation will be bound by this Agreement.

2. Updates to these terms and conditions

- (a) Users can, at any time, access the then-current, and latest version of these terms and conditions through a hyperlink on the relevant web page(s) including but not limited to: www.msanational.com.au and www.idyouapp.com.au.
- (b) MSA National may from time to time vary these terms and conditions (including the prices at which the Services are to be provided) by either notification on-screen to the User or by giving written notice of such variation to the User. Continuing use of the Services by the User shall be taken as agreement by the User to be bound by the terms and conditions so displayed on-screen or notified in writing.
- (c) In accessing the Services, it will be taken that the User accepts the updated terms and conditions.

3. MSA NATIONAL Responsibilities

- (a) MSA National provides the Services on a non-exclusive basis and nothing in these terms and conditions prevents MSA National from providing Services which are the same or similar to itself or to any third party.
- (b) MSA National will perform the Services:
 - (i) in a professional workmanlike manner;
 - (ii) with due care, skill and diligence; and
 - (iii) in accordance with applicable laws.
- (c) Where appropriate, engage suitably qualified third-party contractors for the provision of certain Services.
- (d) MSA National grants you a non-exclusive, non-transferable, revocable, limited licence to access and use the Services under these terms and conditions solely for your internal business purposes.

4. User Responsibilities

- (a) The User:
 - (i) may only use the Services for the Approved Purposes;
 - (ii) must do all things within its power to prevent the unauthorised use or disclosure of the Service and any related information;
 - (iii) must do all things within its power to ensure the Services are only used for lawful purposes and in ways that are consistent with these terms and conditions, applicable Laws and Privacy legislation;
 - (iv) notify MSA National promptly if the User becomes aware of any possible or actual unauthorised access or use of the Services;
 - (v) accepts all responsibility in relation to data correctly synchronising with integrated platforms such as government websites and third-party software.

is prohibited from:

- (vi) making the Services available to any person other than as specified in the User order form;
- (vii) providing, reproducing, supplying, on-selling, sub-licencing, disclosing or otherwise providing the Services in any form to any other party;
- (viii) 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 which is the same or similar to the Services;
- (ix) extracting data from the Services, or directly or indirectly allowing or causing another person to extract data from the Services, using screen scraping, web scraping or any other similar data extraction techniques;
- (x) use the Services to store or transmit illegal materials or malicious code;
- (xi) use the Services in any way that may be illegal, obscene, threatening, defamatory, invasive of privacy, infringing Intellectual Property Rights or otherwise injurious to third- parties;
- (xii) submit or upload any content containing viruses, political advertising, commercial solicitation, mass mailings, or any form of spam or any information or program that may damage the operation of anyone else's computer; or
- (xiii) use a false e-mail address, impersonate any person or entity, or otherwise mislead anyone as to the customer's origin (except to the extent that MSA National permits the use of a pseudonym, moniker, or customer name).

5. User Warranties

- (a) The User warrants that all information that the User provides to MSA National may be used by MSA National in providing the Services without breaching or infringing:
 - (i) any copyright, trademark, obligation of confidentiality or other personal or proprietary right;
 - (ii) any law of defamation, obscenity or contempt of any court;
 - (iii) any law concerning privacy; or
 - (iv) any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance).
- (b) The User acknowledges and agrees that:
 - (i) certain government departments and agencies impose terms and conditions and limitations of liability in respect of the obtaining and use of information and searches from those departments and agencies. The User agrees to comply with the terms and conditions of supply and use imposed by any relevant government departments and agencies from time to time, including those which are extracted in Annexure A of these terms and conditions;
 - (ii) copyright in all information received from the government departments and agencies is owned by the relevant government department and agencies;
 - (iii) the information from the Services is valid at the time and in the form obtained only and the relevant government departments and agencies accept no responsibility for any subsequent release, publication or reproduction of the information;
 - (iv) where an User has access to the Services, the User is responsible for the accuracy and completeness of the information submitted in each application and that if, due to the inaccurate or incomplete information which the User supplies:
 - (A) there is an error in the search statement or certificate sent to the User; or
 - (B) the wrong search statement or certificate is sent to the User,the User is still responsible for the payment of the fees and charges for such data.
- (c) The User consents to the collection and use of the information which is provided by the User when using the Services for all purposes associated with the use and operation of the Services and all related administration and operations of the Services.
- (d) The User must maintain a record of all persons who are given access to the Services throughout the term of its agreement with MSA National and not less than 7 years from the date of termination or expiration of its agreement with MSA National.
- (e) The User may only use the data stored of the Services for the purposes of the enquiry for which it was originally made.

6. User Procedures

- (a) The User must have formal procedures in place to:
 - (i) provide protection (e.g. Firewall) against intrusion and uncontrolled access to any Services, particularly through the Internet;
 - (ii) prevent unauthorised access or downloading of the Services; and
 - (iii) ensure the Services are properly secured from interference when it is 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 terms and conditions, before providing them with access to the Services.

7. Intellectual Property Rights

- (a) MSA National is the sole and exclusive owner of all right, title and interest (including all Intellectual Property Rights) in or in relation to the Services or any materials provided by MSA National under these terms and conditions.
- (b) MSA National is the owner of the copyright in the compilation of the information used to supply the Services, and in the reports supplied to Users when using the Services. MSA National has developed information technology, software and documentation that it may use to provide the information services to Users, and MSA National has copyright and other rights in those items. The User will not copy them, modify them, adapt them, reverse engineer them or infect them with viruses.

8. Ownership

- (a) The User acknowledges that it has no rights of ownership in the Licensed Material and all Intellectual Property Rights including copyright in the Licensed Material and the Services are retained by the Department and MSA National (as applicable).
- (b) MSA National will not provide access to the Licensed Data unless the User has accepted these terms and conditions as required by MSA National.

9. Payments, Charges and GST

- (a) All costs, fees and charges are payable within 14 days from date of the invoice issued by MSA National, or as otherwise specified by MSA National at its discretion.
- (b) MSA National reserves the right to retain Service fees for MSA National Search services where a search result is cancelled, or the search result is NIL. Each refund is assessed based on its own merits and requires the relevant government department or agency to refund the applicable charges.
- (c) If the User defaults in payment, MSA National reserves the right, without notice, to suspend access to the Services pending payment and if payment is not made within 14 days of the due date, to terminate this Agreement without any further notice to the User.
- (d) The User acknowledges that all costs, fees and charges that are incurred by the User are incurred as a principal and not as agent for any other party and agrees to pay all charges by the due date. In the event of a debt being handed over to a collections agency, the User will be liable for all costs, fees and charges including legal and other costs associated with the collection of this debt. This is an essential term of this Agreement.
- (e) In this clause 5 the expressions “*adjustment note*”, “*consideration*”, “*GST*”, “*supply*”, “*tax invoice*”, “*recipient*” and “*taxable supply*” have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*.
- (f) For the avoidance of doubt, “*GST*” includes any penalties or additional tax imposed in relation to the GST.

- (g) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST. The User must pay GST on the supply of the Services and MSA National will supply a tax invoice for its Services.
- (h) Despite any other provision in this Agreement, if GST is imposed on any supply made under this Agreement, the recipient must pay to the supplier an amount equal to the GST payable on the supply.

10. Warranty

- (a) Both parties warrant that they have the capacity, power and authority to enter into and comply with these terms and conditions and have obtained all necessary approvals, consents and authorisations to enable it to do so.
- (b) To the maximum extent permitted by applicable Law, MSA National provides the Services to the User on an “as is” basis and MSA National does not make or give any express or implied representations, conditions or warranties in relation to the Services, including MSA National does not warrant that the Services will operate uninterrupted, be free from defects or viruses or meet the Users’ requirements.
- (c) Without limiting clause 7(b), with respect of the Services subject to these terms and conditions the User acknowledges that:
 - (i) MSA National does not provide any legal advice or legal services, accounting or other professional services advice by providing the User access to the Services;
 - (ii) MSA National does not warrant or represent the accuracy, currency, reliability or completeness of data provided by integrated platforms such as government websites and third-party software;
 - (iii) MSA National does not warrant the accuracy or timeliness of searches provided by any government department or agency or other third-party provider;
 - (iv) MSA National does not warrant or represent that the Services can be accessed or operate without defects, data corruptions, software failures or performance degradation caused by viruses or by other software or components on the Users’ or third-party hardware that may interfere with the Software (including any third party internet networks); and
 - (v) MSA National does not warrant or represent that any of data supplied by the User and hosted on MSA National servers is secure, can be accessed uninterrupted or will be free from defects and viruses or will be stored, hosted or accessed without any loss or damage, data corruption, software failures or degradation.

11. Liability

- (a) MSA National grants the User access to the Services on the basis that MSA National is merely providing the Services and is not in any way whatsoever engaged in rendering legal or other professional Services.
- (b) MSA National shall not be liable to the User in breach, negligence or otherwise in respect of anything done or omitted to be done by the User in reliance in whole or in part on the Services including any assistance or demonstration provided to the User by MSA National and MSA National’s liability to the User shall in any event be only limited to the amount of the fees charged for the Services to which such liability relates.
- (c) To the extent that clause 7(b) is rendered void or unenforceable by any relevant law MSA National’s liability to the User is limited to either (at MSA National’s discretion) the supplying of the Services again or the payment of the cost of having the Services supplied again.
- (d) MSA National does not warrant the accuracy or timeliness of searches provided by any government department or agency or other third-party provider and shall not be liable to the User or any third party for any delay, error or inaccuracy in any search or information supplied by any government department or agency or other third-party provider or from any error or inaccuracy caused by communicating via the internet.

- (e) The User acknowledges certain government departments or agencies impose terms and conditions and limitations of liability in respect of the obtaining and use of information and searches from those departments and agencies. The User agrees to comply with the terms and conditions of supply and use imposed by any relevant government departments and agencies from time to time, including those which are extracted in Annexure A of these terms and conditions.
- (f) 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 Services are excluded.
- (g) MSA National will not be liable to Users for any loss or damage (including loss of profits, business, revenue or data), arising from or in connection with the supply of the Services, whether in contract, tort, negligence or otherwise, or in relation to:
 - (i) the performance of the Web Services; or
 - (ii) any claim for infringement of intellectual property rights based on the modification, combination, operation or use of the Services with any computer programs, systems or data not furnished as part of the Services.
- (h) MSA National, makes no representation or warranties about accuracy, reliability, completeness or suitability of the data for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in breach or negligence) for all expenses, losses, damages (including indirect or consequential damage, losses or liabilities) and costs which might be incurred as a result of the data being inaccurate or incomplete in any way and for any reason.
- (i) MSA National's limitations and exclusions of liability as set out in this clause 7 apply regardless of the basis on which the relevant liability arises, whether in contract, tort (including negligence), equity, breach of statutory duty or otherwise.

12. Services Copyright and Disclaimer

- (a) You agree to be bound by the applicable copyright notice and disclaimer notice with receiving the Services.
- (b) All reproductions of the Licensed Material however altered, reformatted or redisplayed, must bear the relevant Departments copyright notice.

13. Force Majeure

- (a) MSA National shall not be liable for any delay, loss or damage (including consequential loss and liability) caused to the User directly or indirectly by the unavailability of access to the Services, power or mechanical failure howsoever caused, delays or failures in telecommunication systems or in the transmission of information via the internet or any cause whatsoever.

14. Users, password and User manuals

- (a) To use the Services, MSA National will issue the User with a User ID and Password allowing access to the Services. The User is responsible for the acts of its own employees, officers, agents, delegates and contractors and, without limitation must ensure that it protects the secrecy of any passwords issued to the User and controls the use of the Services by its employees and contractors.
- (b) The User is responsible for all charges incurred on the User's account and the use of a password issued by MSA National to the User is prima facie evidence of the User's authority to order the Services.
- (c) Where the User requests in writing that MSA National cancel a particular password or account, MSA National shall cancel that password or account as soon as practicable in normal business hours following receipt of that request.
- (d) The User must notify MSA National of any actual or suspected loss, theft or unauthorised use of the Service or passwords. MSA National is not liable for any activity or any unlawful or unauthorised access to the Service by the User.

15. Privacy

- (a) MSA National complies with the Privacy Legislation in respect of personal information and will not use or disclose any personal information received from the User or its clients except as is necessary for the purposes of providing the Services or related purposes such as invoicing, providing customer support, training, record maintenance or statistical purposes or as otherwise required by law. While MSA National takes reasonable precautions to prevent unauthorised access to or use of personal information and confidential information, the use of electronic communications and electronic data storage system means that there remains a possibility that such information may be accessed by unauthorised persons.
- (b) MSA National collects personal information in accordance with its Privacy Policy, available on the www.msanational.com.au website and updated from time to time. By using the Services, the User acknowledges that it has read, understood and agrees to MSA National's Privacy Policy.
- (c) The User warrants that it has all authorities and consents to necessary to disclose any personal information it supplies to MSA National.
- (d) The User undertakes that when it collects, uses, discloses, transfers or otherwise handles personal information in relation to the Services that it will comply at all times with applicable Privacy Laws and not do anything with the handled Personal Information that will cause MSA National to breach its obligations under Privacy Laws.
- (e) The User agrees:
 - (i) that it will not use the Licensed Material or the Services with the intention of encroaching on the privacy of an individual;
 - (ii) that the User will 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 User is required by Law to comply with the Privacy Legislation;
 - (iii) it will comply with any other reasonable direction relating to privacy given by MSA National or any government departments and agencies, including those relating to MSA National's and such government departments and agencies own privacy policies and procedures; and
 - (iv) it will not do anything which if done by the government departments and agencies or MSA National would be a breach of the Privacy Legislation.
- (f) MSA National (including its officers, employees, contractors, service providers, agents and delegates) will not be responsible for any actions, claims, cost, proceedings, suits or demands whatsoever arising out of any breach of the Privacy Legislation by a User or third person, in relation to any Services they obtain.
- (g) The User must provide any assistance requested by MSA National and/or in relation to an investigation of an allegation of misuse of any Licensed Material or Services, or contravention of the Privacy Legislation.
- (h) The User agrees that it will not sell or use the Licensed Material for Direct Marketing of goods or Services.
- (i) The User must not sell or release the Licensed Data to any third party where that party intends to use those Licensed Data for the purpose of Direct Marketing of goods or Services.

16. Confidential Information

- (a) The Receiving Party may only use the Confidential Information of the Disclosing Party for the purposes of exercising its rights or performing its obligations under this Agreement.
- (b) The Receiving Party must keep confidential, and not disclose, the Confidential Information of the Disclosing Party, except as permitted under paragraph (c).

- (c) The Receiving Party may disclose Confidential Information of the Disclosing Party:
 - (i) to those of its personnel or any third party that need to know for the purposes of the Receiving Party exercising its rights or performing its obligations under these terms and conditions, provided that the Receiving Party uses its reasonable endeavours to ensure that such personnel or third parties keep the Confidential Information confidential in a manner consistent with the Receiving Party's obligation under this clause 16;
 - (ii) to those third parties that need to know for the purposes of monitoring and analysing the Disclosing Party's usage of the Services and to assist with improving the Services provided under these terms and conditions;
 - (iii) to the extent that disclosure is required by Law provided that the Receiving Party provides the Disclosing Party reasonable notice before any such disclosure and takes all reasonable steps to maintain that Confidential Information in confidence; or
 - (iv) with the prior written consent of the Disclosing Party.

17. Third Party Information

- (a) The MSA National website may contain links to or provide information posted by, contributed to or advertised by third parties (**Third Party Content**). MSA National does not warrant the accuracy of any third-party content. The inclusion of such links or material is not an endorsement or recommendation by MSA National and MSA National accepts no liability for any Third-Party Content or for any loss or damage the User may suffer by accessing such websites or acquiring any goods or services from the suppliers of those websites or otherwise using or relying on Third Party Content.
- (b) The User agrees that the User will use its own expertise and judgment when considering any Third-Party Content and the User acknowledges that MSA National is not providing any advice or recommendation in respect of any products, services or other information.

18. Termination

- (a) MSA National may, subject to providing seven (7) days written notice to the User (during which time the User may remedy any breach to the satisfaction of MSA National), terminate this Agreement and deny the User access to the Services:
 - (i) if the User is in breach of any of the terms and conditions herein;
 - (ii) fails to pay for the Services; or
 - (iii) if the User is subject to an Insolvency Event.
- (b) MSA National may terminate the Services for convenience at any time by providing at least 30 days written notice to the User.
- (c) If the Services are terminated or these terms and conditions expire:
 - (i) the Users' right to access or use the Services ceases; and
 - (ii) the User must immediately pay all outstanding amounts due and payable for the Services.

19. Definitions

Authorised Purposes means:

- (a) the Services;
- (b) a purpose directly related to the Services provided that the purpose is not contrary to any Law; but does not mean:
 - (c) data aggregation, data matching, marketing, compilation of mailing lists, list brokering of the Licensed Material or any related purpose except to the extent that such data aggregation, data matching, marketing, compilation of mailing lists, list brokering of the Licensed Material or related purpose is required by law (including any obligation under a court order).

Confidential Information in relation to a party (Disclosing Party) means any information disclosed by the Disclosing Party to the other party (Receiving Party) under this Agreement that:

- (a) is by its nature confidential;
- (b) is designated by the Disclosing Party as confidential; or
- (c) the Receiving Party knows or ought to know is confidential, but does not include information that is:
 - (d) in the public domain otherwise than as a result of a breach of this Agreement;
 - (e) already known by the Receiving Party independently; or
 - (f) independently developed or obtained by the Receiving Party without breach of this Agreement.

IDyou is the verification of identity Services provided by the IDyou application.

Insolvency Event in relation to a party means the occurrence of any of the following: (a) a receiver, receiver and manager, liquidator, provisional liquidator, administrator or trustee is appointed in respect of that party or any of its assets;

- (b) an application is made to court or a resolution is passed, or an order is made for the winding up or dissolution of that party;
- (c) that party proposes or takes any steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them; or
- (d) that party is declared or taken under any applicable law to be insolvent or that party's board of directors resolves that it is, or is likely to become at some future time, insolvent.

Intellectual Property Rights means all rights in and to any copyright, registered or unregistered trademarks or Services marks, trading name, design, patent, know how (trade secrets), commercial names and designations, database rights, rights in relation to confidential information, insights, analytics and 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 in Australia and throughout the world.

Internal Use means use for a User's:

- (a) own business or internal purposes; or
- (b) own clients or customers, where those clients will be the final recipient of the Services concerned and they will only use the Services concerned in relation to the singular purpose or transaction for which they were acquired.

Law means (whether in Australia or any other relevant jurisdiction) all laws, codes, guidelines and the like, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory and mandatory codes of conduct, writes, orders, injunctions, judgements and industry-wide non-statutory rules in force or as applicable from time to time.

Licensed Material means data that is owned by or licensed to the Department and licensed to others under the Agreement and the Department data that is provided in the Services.

LoanTrack means MSA National's system that is used to provide the Licensed Material.

MSA National **Search** means the search Services with respect of property, companies, individuals and vehicle checks provided by MSA National.

MSA National **Website** means the content available at www.msanational.com.au.

Privacy Legislation means the Privacy Act 1988 (Cth) and the Australian Privacy Principles and any State privacy legislation which may be enacted during the term of the Agreement.

Services means the Services provided by MSA National namely IDyou, LoanTrack, MSA National Search and MyVideo.

Service Provider means:

- (a) the party who has been appointed under an Agreement as a non-exclusive agent to carry on that Department's Business for the term of the Agreement;
- (b) an approved Reseller of the Services Provider; and
- (c) the party with whom the User has entered into a contract to supply or provide the Services.

User means an individual, entity or organisation authorised to use the Services. The term User includes the officers, employees, servants, contractors and agents of the same. Users may use the Services for their Internal Use only.

Web Services means the customised internet access provided by MSA National, including an online ordering of the Services and the content available at www.msanational.com.au and www.idyouapp.com.au.

20. Assignment and Notices

- (a) MSA National may by notice in writing to the User assign the benefits and obligations of these terms and conditions. Users may only assign these terms and conditions with the consent in writing of MSA National.

22. Entire Agreement

- (a) This Agreement and any client order form attached to or referred to herein constitute the entire agreement between the parties in respect of the Services and supersede all other negotiations, agreements or understandings whether written or oral relating to the supply of the Services and the other services inaccuracy caused by communicating via the internet.

23. Severability

- (a) If a provision of these terms and conditions or a right or remedy of a party under these terms and conditions is invalid or unenforceable it is read down or severed only to the extent of the invalidity or unenforceability.

24. Exclusion of implied terms and jurisdiction

- (a) These terms and conditions and the Schedules attached to or referred to herein constitute the entire agreement between the parties in respect of the Services and supersede all other negotiations, agreements or understandings whether written or oral relating to the supply of the Services and the other Services provided under this Agreement. All implied terms are hereby excluded, to the full extent permitted by law.
- (b) This Agreement is made in New South Wales and is governed by the laws of New South Wales.

Extract of Terms and Conditions Imposed By Various Government Departments and Agencies

1. Department of Natural Resources, Mines and Energy

1.1 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).

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.

1.2 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 State of Queensland (Department of Natural Resources, Mines and Energy) or the copyright owner has, are retained by the State of Queensland (Department of Natural Resources, Mines and Energy) or the copyright owner.

1.3 Liability

I acknowledge that, except as provided in the section titled Statutory Compensation below, the State of Queensland (Department of Natural Resources, Mines and Energy) does not guarantee the accuracy or completeness of the Information Products, and does not make any warranty about the Information Products.

I agree that, except as provided in the section titled Statutory Compensation below, the State of Queensland (Department of Natural Resources, Mines and Energy) 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.

1.4 Statutory Compensation

The provisions of the section titled Liability above are subject to the provision that the State of Queensland through the Department of Natural Resources, Mines and Energy 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 Natural Resources, Mines and Energy 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.

1.5 Privacy

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.

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

1.6 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 State of Queensland (Department of Natural Resources, Mines and Energy).

1.7 General Conditions

This agreement will be governed by and construed in accordance with the laws of the State of Queensland, Australia.

2. Australian Securities and Investments Commission (“ASIC”)

The User acknowledges that:

- (a) The search extracts contained in the ASIC System and ASIC Registers are based on information provided to ASIC by third parties.
- (b) 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.
- (c) ASIC will have no liability to any persons for any inaccuracy, omission, defect or error in the Test Database, ASIC System, ASIC Registers or MSA National’s programs or data.

3. Mirus Data (Person Locator)

The User acknowledges Mirus Data may be supplied by third parties and MSA National does not guarantee accuracy or validity of data. Provision of Minis Data is an acceptance of terms and conditions and compliance with Privacy Legislation.

4. Australian Financial Security Authority (“AFSA”)

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

5. NSW Land Registry Services (“NSW LRS”)

Conditions of use

Users are prohibited from:

- (a) Using the Property Information other than for their own business purposes; On-selling, sub-licensing, disclosing or otherwise providing Property Information in any form to any other person; Altering the format, meaning or substance of any Property Information supplied; Printing Property Information on paper other than plain or pre-printed paper, which includes a Proprietary Notice.*

- (b) Making copies of the Property Information other than as are reasonably required for backup purposes, provided that such copies include a Proprietary Notice* and are secured so as not to be accessed or used by unauthorised persons or for any purpose other than backup.

* *Proprietary Notice means a notice on material in which NSW LRS claims rights, title or ownership, and appears as “CD Office of the Registrar-General [year of publication]”.*

6. Landata, VIC Land Registry (“Landata”)

6.1 Definitions and Interpretations

These terms are in conjunction with the agreement between MSA National, its service provider and LANDATA® and the following definitions apply:

Authorised Purposes means:

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

but does not mean:

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

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

Land Index means the electronic cross reference table listing registered proprietors, title particulars, parcel and property identifiers available as part of the LANDATA® System.

LANDATA® System means the computerised system, including the Shell, 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 this agreement.

Licensed Material means the data available and known as:

- (a) Statutory land titles information as held in the Register including title searches and dealings affecting the title and other information made available to the LANDATA® System by the Registrar of Titles including information about unregistered dealings;
- (b) Searches of the Land Index;
- (c) The Property Transaction Alert Service;
- (d) Survey products including plan and instrument searches;
- (e) Property Enquiry Data including planning and other property related certificates;
- (f) Crown Land Status Information;
- (g) Information held in the Water Register comprising of the Water Share Record and Water Register Document; and
- (h) Any other data or information as notified in writing by LANDATA® And any update or new release of that material.

Licensed Material accessed through the Shell means the data available and known as:

- (a) Statutory land titles information as held in the Register including title searches and dealings affecting the title and other information made available to the LANDATA® System by the Registrar of Titles including information about unregistered dealings;

- (b) The Property Transaction Alert Service;
- (c) Survey products including plan and instrument searches;
- (d) Property Enquiry Data including planning and other property related certificates
- (e) Crown Land Status Information;
- (f) Information held in the Water Register comprising of the Water Share Record and Water Register Document; and
- (g) Any other data or information as notified in writing by LANDATA®.
- (h) For specified folios of the Register — notice of lodgement of dealing(s);
- (i) For specified unregistered plans of subdivision — notice of the lodgement of the plan or other dealing(s) affecting the plan; and
- (j) 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.

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.

Register has the same meaning as is in section 4 of the *Transfer of Land Act 1958 (Vic)*.

Shell means the portal through which a Customer, User or Ad-hoc Customer can access that part of the Licensed Material that the Licensor makes available through the Shell.

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.

6.2 The User is prohibited from:

- (a) Providing the Licensed Material by way of online connection to any other party;
- (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;
- (e) On selling or distributing the Licensed Material in any format, and
- (f) Using the information available from the Licensed Material for other than the Authorised Purposes.

6.3 The User acknowledges and agrees that:

- (a) Copyright in all information from the Register is owned by the State. No part of the Licensed Material supplied may be reproduced by any process except in accordance with the provisions of the *Copyright Act 1968 (Cth)*, pursuant to written agreement or to the extent required for the purpose of compliance with section 32 of the *Sale of Land Act 1962 (Vic)*;
- (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 Status Information or other information made available by the LANDATA® System other than Title Search Data and any person using or relying upon such information does so on the basis that the State bears no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information; and

- (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 1958 (Vic)*.

6.4 The User acknowledges that where a User has access to Property Enquiry Data, the User is responsible for the accuracy and completeness of the information submitted in each application and that if, due to the inaccurate or incomplete information which the User supplies:

- (a) There is an error in the Register search statement or property certificate sent to the User; or
- (b) The wrong Register search statement or property certificate is sent to the User,

MSA National is still responsible for the payment of the fees and charges for such data under the terms of the agreement between MSA National, its service provider and LANDATA®.

6.5 The User consents to the collection and use of the information which is provided by the User when using the LANDATA® System for all purposes associated with the use and operation of LANDATA®, the LANDATA® System and all related administration and operations of LANDATA®.

6.6 The User must maintain a record of all persons who are given access to the Licensed Material throughout the term of its Agreement with the Licensee and not less than 7 years from the date of termination or expiration of its Agreement with the Licensee.

6.7 The User may only store data drawn from the Licensed Material for a period of 120 days and after the expiration of that period the data must be deleted from any server or other data storage facility, but may be retained as part of the discrete record of that Enquiry. The User may only use the data stored for the purposes of the Enquiry for which it was originally made.

7. Landgate's terms and conditions for broker's end users

7.1 The End User:

- (a) May only use the Title Products for its own Internal Use;
- (b) Must do all things within its power to prevent the unauthorised use or disclosure of the Title Products and any related information;
- (c) 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*.
- (d) 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. This includes, but is not limited to, the requirements of the Privacy Legislation.

7.2 The End User must not:

- (a) Reproduce, supply, on-sell, sub-license, disclose or otherwise provide Title Products in any form to any other person;
- (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 bylaw;
- (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.

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

7.4 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.
 - (iv) 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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 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.

7.10 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.

7.11 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 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.

8. Northern Territory Integrated Land Information Services (“ILIS”)

8.1 The User accepts that the data, and the copyright therein, provided by ILIS to MSA National and on-sold to the User, is owned wholly by ILIS. The User provides an undertaking to MSA National that it shall observe and perform with respect to the data the following terms and conditions as they are imposed by ILIS upon MSA National.

8.2 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.

8.3 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 ILIS.

8.4 Confidentiality

Except as provided in this Agreement, 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 this Agreement has occurred immediately advise MSA National of the nature of the breach and what action has been taken or will be taken to protect the interests of MSA National.

9. Privacy

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 this Agreement.

- (a) **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 this agreement.
- (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 this agreement.
- (d) The User is not to disclose Personal Information without the written authority of MSA National.

- (e) The User is to immediately notify MSA National 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 Licensee 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 individual 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 MSA National when the User becomes aware of a breach of this clause or the Privacy Laws.

10. Land Services South Australia (“LSSA”)

10.1 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.

10.2 Application of Terms

These terms apply to your use of any services provided via the internet by us including the use of:

- (a) our website www.sailis.gov.au (“Website”)
- (b) certain search and product services as only being available to Account Holders (“Account Holder Services”);
- (c) certain search and product services specified as only available to both Account Holders and Guest Users of the Website (“Guest User Services”); and
- (d) 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”).

10.3 Content

While LSSA endeavours to ensure that all Content is accurate, complete, up-to-date, reliable and error-free, you acknowledge that this may not always be the case and that LSSA does not represent or warrant that this will be the case.

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.

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.

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

10.4 Collection of Information and Privacy

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.sailis.gov.au). Any disclosure of Personal Information to the State will be governed by the State's Information Privacy Principles found at www.dpc.sa.gov.au/documents/rendition/DPC-Circular-Information-Privacy-Principles-IPPS-Instruction.pdf. Our Privacy Policy and Privacy Statement each include details of:

- (a) how we collect, hold, store and share Personal Information;
- (b) the circumstances in which your Personal Information might be sent overseas;
- (c) your rights of access to, and correction of your Personal Information; and
- (d) the security measures we have in place over your personal Information.

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.

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.

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.

10.5 Intellectual Property and Use of Data

Unless stated otherwise, either the State or LSSA owns or 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.

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 TM 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.

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:

- (a) 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;
- (b) remove or alter any copyright, trademark, logo or other proprietary notice or label appearing on or in the Online Services of the Content;
- (c) 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);
- (d) use any robot, spider, or other device or process which impacts on the availability of the Online Services to other users; or
- (e) 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.

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.

10.6 Disclaimer

LSSA and the State do not attempt or purport to exclude any liability arising under statute it, 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 statute 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.

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).

10.7 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.

10.8 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.

11. Document Verification Service (“DVS”)

11.1 The Australian Government’s Document Verification Service (“DVS”) verifies Government issued documents. IDyou can include the DVS as part of the assessment.

11.2 In using the IDyou service offering You agree that, at all times, You meet the following requirements (“DVS Access Criteria”):

- (a) The information You are providing is Personal Information as defined in the *Australian Privacy Act 1988* and/or the *New Zealand Privacy Act 1993* and you have the authority to disclose it to us;
- (b) The information You are obtaining is for use on your own behalf, and not as an agent of any other person;
- (c) You are a legal entity and have full power and authority to adhere to these terms and conditions;

- (d) You are carrying on business in Australia and/or New Zealand and are subject to Australian and/or New Zealand law;
- (e) You are subject to the *Australian Privacy Act 1988* and/or the *New Zealand Privacy Act 1993* as applicable in the relevant circumstances;
- (f) You have not been issued any information security or privacy breach notifications from the Office of the Australian Information Commissioner or the Office of Privacy Commissioner (New Zealand).
- (g) Any other relevant regulators have not commenced any suspensions, sanctions or actions of any other kind against You;

11.3 You agree that all disclaimers, exclusions, limitations of liability and indemnities that form part of these terms and conditions ensure to the benefit of DVS and can be directly enforced by DVS.