

elawforms searches - licence terms

Acknowledgment and Acceptance of Licence Conditions

- 1.1 The property information and data sold is purchased by the user via an API and the service provider is Corporate Forms Pty Ltd as **elawforms** (the reseller) being a data reseller to you under the terms and conditions set out herein.
- 1.2 It is for you to select the correct address and correct title reference and property description and any errors in selection are not refunded. If refunds are sought and the reseller agrees to seek them from the wholesale supplier then any costs incurred by the reseller in recovery for the user (from the wholesale seller or owner) will be payable and recovered on an hourly basis at \$50 an hour or part thereof for staff costs and administration and work interruption and damages in seeking refunds (if available) from the wholesaler owner of the data.
- 1.3 By using the software or completing the purchase process to buy the data you expressly agree to be bound by these terms and conditions.
- 1.4 The data is live data from Lands Victoria and via SAI Global and we are providing the service by an active program interface (API) to the Titles Office.
- 1.5 This sale of data does not permit you to resell or otherwise provide copies of the data to any third party for any purpose but to complete the form in elawforms software. No resale or profit from use is permitted and it is a breach of these terms of use and supply.
- 1.6 You may provide a completed document in electronic or printed form to a person or your client or other 3rd parties but not resell or otherwise use the data provided in the sale.
- 1.7 In the event of any error or misdescription in the title detail or property information conveyed we as supplier are expressly excluded from any liability and loss and we do not verify the correctness of the data and or information supplied via the interface from the wholesale supplier of the data or via the software if any error occurs.
- 1.8 Limitations of claims. If any claim was available at law we are held liable only in any claim for error to replace the cost paid for the data supplied if supplied negligently or in breach of contract.

2. Warranties and Liability

- 2.1 We do not warrant that the data purchased or licensed software or forms:
 - (a) is correct;
 - (b) will not be corrupt;
 - (c) will not be without errors occurring in delivery;
 - (d) will operate completely free from errors;
 - (e) are suitable for your requirements; or
 - (f) will be fully operable on your computer equipment.
- 2.2 You acknowledge by accepting these terms that we will not be liable for any damage arising, whether directly or indirectly, from or in connection with the supply of the data or licensed software or use of the forms.
- 2.3 Any liability if claims made is governed by the law of South Australia and this jurisdiction will be the exclusive jurisdiction for any claim and the parties will submit any dispute to arbitration in South Australia (Australia) as directed by the reseller (us) under the Commercial Arbitration Act and the arbitration will be final as between the parties with no right of appeal.
- 2.4 You are liable to check all forms used and supplied and to be aware of the appropriate forms required in any and all circumstances for all purposes. No liability is accepted for any defect in any form whatsoever nor can any claim be brought. This is an express term and a condition of use.
- 2.5 The provision of a form is not the provision of legal advice and if any help notes are published these notes are general guides and not the provision of legal advice and no written nor oral advice will be given nor should be relied on whatsoever and the user must seek legal advice in their state or country.

3 Credit Card Use

- 3.1 By agreeing to use and register a credit card as administrator or using the licence then you acknowledge users within the group accessing your reafoms licence may purchase titles or LandServices SA and Sailis data and searches using the card registered by you with our service provider. Further in doing so you accept the costs and charges incurred by giving others access to your reafoms licence and in registering the card authorise all searches undertaken by those accessing your reafoms licence.
- 3.2 If you use your card as a user and not using a registered card with our service provider then you are consenting to the purchase of a title or other LandServices SA and Sailis data and searches and are liable for and agree to the costs thereof.

4 Governing Law and Jurisdiction

- 4.1 The Law of South Australia and Victoria governs this licence.
- 4.2 The parties will submit to the jurisdiction of the courts of South Australia.
- 4.3 The parties will submit any claim to arbitration in South Australia at the election of the reseller. This clause may be pleaded in bar to any action in any jurisdiction whatsoever if arbitration is elected at any time by the reseller.
- 4.4 The reseller may ask any professional body representing arbitrators in South Australia to appoint an arbitrator at the expense in all things of you the Customer to meet all costs until the arbitrator makes any final ruling determining the claim and costs.
- 4.5 The failure by you the Customer to meet the costs of the arbitrator will be a bar to any other action by you and the reseller may request continuation of the arbitration in the absence of the Customer after notice to the Customer and seek final orders should it so choose in its discretion.

ADDITIONAL TERMS - SAI

The information supplied by Corporate Forms Pty Ltd has been obtained from SAI Global Property Division Pty Ltd by agreement between them. The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System.

The information and documents we provide for you are electronic copies of authentic documents held by the Land Registries of VIC and/or their agents, and other official bodies. We do not take responsibility for errors made by them. The information we provide is as provided by them.

Electronic information processed over the internet or by email may be subject to delays or losses beyond our control. Neither we nor our information providers shall be liable for any losses arising therefrom.

Land & Property Information Conditions of use: Users are prohibited from: Using the Property Information in any way 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*; 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 unauthorized persons or for any purpose other than backup.

Additional Authority Information

Accessing Authority Information

The User warrants that, unless otherwise stated in this Agreement, it will:

- (i) not alter the format, meaning or substance of any Authority Information; and
- (ii) not augment or incorporate the Authority Information with any other data or product in such a way as to change, or cause any person to be misled as to, the context or meaning of the Authority.

Liability

Access to any Authority Information will be subject to the availability of the Authority Information as made available by the relevant Authority from time to time.

Corporate Forms Pty Ltd shall not be responsible for any inaccuracy, defect or error in any Authority Information. The User acknowledges that the Authorities providing Authority Information cannot and do not warrant that their databases are free of inaccuracies, defect or errors. Unless otherwise explicitly stated in writing from the relevant Authority in this Agreement or otherwise, the Authorities will not be responsible for any such inaccuracy, defect or error in their databases or in any software for accessing or searching those databases and will not be liable for any loss or damage (including consequential loss or damage, which includes, without limitation, loss of profits, business, revenue or data) arising from the use of the Service.

The Authority Information is only valid at the time, date and in the form obtained through the use of the Service. Corporate Forms Pty Ltd and the Authorities accept no responsibility for any subsequent release, publication or reproduction of this information.

Intellectual Property

The User:

- (i) is licensed to use Authority Information strictly for its own internal business purpose and must not sub-licence this right to any other party without the prior written consent of Corporate Forms Pty Ltd; and
- (ii) will not use or permit to be used any Authority's Intellectual Property or any modification thereof without the prior written consent of the Authority (which may be withheld by the Authority at its absolute discretion).

Confidential Information

If Corporate Forms Pty Ltd makes available Authority Information to a User and advises the User that the Authority Information is confidential (Confidential Information), the User must:

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

VIC LANDATA INFORMATION

For the purposes of this section, the following definitions and provisions apply in respect of Landata Information obtained from the State of Victoria and must be read in conjunction with the Agreement between Corporate Forms Pty Ltd and the State.

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

Authorised Purposes means:

- (i) dealings with interests in land authorised by Law
- (ii) a purpose directly related to such dealing provided that 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 that the enquiry or the purpose of enquiry is not contrary to Law; but does not mean:
- (iv) data aggregation, data matching, marketing, compilation of mailing lists, list brokering of the Licensed Material or any related purpose except to the extent that such data aggregation, data matching, marketing, compilation of mailing lists, list brokering of the Licensed Material or related purpose is required by law (including any obligation under a court order).

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

Customer means the person who has entered into a "Customer Agreement" with the Licensee 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 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, 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.

Licence Agreement means the LANDATA® Licensing Agreement for Titles and Property Certificate Information between the Licensee and the State.

Licensee means the Licensee to the Agreement.

Licensed Material means the material identified in the agreement 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:

- (i) for specified folios of the Register — notice of lodgement of dealing(s)
- (ii) for specified unregistered plans of subdivision — notice of the lodgement of the plan or other dealing(s) affecting the plan; and
- (iii) 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 same meaning as 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 to have access to and the right to re-supply access to the LANDATA® System to Users.

User Agreement an agreement between a Third Party and a User entered into in accordance with the Licence Agreement under which the User is granted access to the LANDATA® System by the Third Party.

The Customer or User is prohibited from:

- (i) 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;
- (ii) altering the format, meaning or substance of the Licensed Material;
- (iii) assembling or compiling, attempting to assemble or compile or directly or indirectly allowing or causing another person to assemble or compile or attempt to assemble or compile a database, directory or similar device which is similar in content, functionality or any other respect to the Register or Land Index;
- (iv) 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
- (v) using the information available from the Licensed Material for other than the Authorised Purposes.

The Customer or User must execute a deed in the form of Schedule 5 to the Licence Agreement before the Licensee or Third Party (as applicable) is permitted to provide the Customer or User with access to the Land Index (such Deed shall be provided by the Licensee to the Customer upon request by the Customer).

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:

- (i) a copy or reproduction is for an Authorised Purpose;
- (ii) the State has approved in writing its copying or reproduction; or
- (iii) all persons to which that part of the Land Index relates have given written consent to such copying or reproduction.

The Customer or User acknowledges and agrees that:

- (i) copyright in all information from the Register is owned by the State or its licensors. No part of the Licensed Material supplied may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth), pursuant to written agreement or to the extent required for the purpose of compliance with section 32 of the Sale of Land Act 1962 (Vic);
- (ii) 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
- (iii) 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).

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

- (i) there is an error in the Register search statement or property certificate sent to the Customer or User: or
- (ii) the wrong Register search statement or property certificate is sent to the Customer or User, the Licensee is still responsible for the payment of the fees and charges for such certificate under the

Licence Agreement.

The Customer or User consent to the collection and use of the information by the State through the LANDATA® System, which information is provided by the Customer or User when using the LANDATA® System. The information may be collected, used and disclosed by the State for all purposes associated with the use and operation of LANDATA®, the LANDATA® System and all related administration and operations of the State.

The Customer or User must maintain a record of all persons who are given access to the Licensed Material throughout the term of its agreement with the Licensee or Third Party (as applicable) and for not less than 7 years from the date of termination or expiration of the agreement, except where the Customer or User is an Australian legal practitioner within the meaning of the Legal Profession Uniform Law, the Customer or User must maintain the record in accordance with the Legal Profession 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).

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.

For the purposes of this section, the following provisions apply in respect of Authority Information obtained from the State Revenue Office of Victoria ("Vic SRO") in relation to the provision of Services by Reseller to its Customer under this Agreement.

In the event the Reseller's Customer is seeking to procure a Land Tax Clearance and / or Update Certificate from Vic SRO, the Reseller will ensure that its Customer declares and warrants that he / she is the owner, purchaser, mortgagee of land or their agent/ representative.

The Reseller will ensure its Customer acknowledges and agrees that:

- (i) all information contained on in the Land Tax Clearance Certificate and Update Certificate is confidential information protected by the secrecy provisions in the Land Tax Act 2005;
- (ii) all personal information contained in the Land Tax Clearance Certificate is protected by the Information Privacy Act 2000;
- (iii) these Acts prohibit the Reseller and its Customer from accessing, recording and/or disclosing this information except in accordance with the law; and
- (iv) the information contained the Land Tax Clearance Certificate must not be disclosed to third parties unless in accordance with the law or with the consent of the owner of the land.