

### Your Details

Firm Name	<input type="text"/>	ABN	<input type="text"/>
Phone	<input type="text"/>	Fax	<input type="text"/>
Street Address	<input type="text"/>	Postal Address	<input type="text"/>
	<input type="text"/>		<input type="text"/>
DX Address	<input type="text"/>	Contact Email	<input type="text"/>
Accounts Contact	<input type="text"/>	Accounts Email	<input type="text"/>
Preferred Username	<input type="text"/>	Preferred Password	<input type="text"/>
Type of Business:	<input type="checkbox"/> Solicitor	<input type="checkbox"/> Conveyancer	<input type="checkbox"/> Other (specify): <input type="text"/>

### Invoice Options

Credit Card (automatically debited weekly)

Credit Card Number

Expiry  Name On Card

OR

Weekly Invoice  Fortnightly Invoice  Monthly Invoice

### Licence

Licensor **LEAP SEARCHING PTY LTD ("LEAP")**

Licensee  Date

This licence agreement sets out the terms and conditions agreed between LEAP and the User upon which LEAP shall provide the User with access to the LEAP System specified in the LEAP Schedule of Services and Charges, for the purposes of enabling the User to obtain on-line searches and other services through a LEAP System ("the Service"). The User agrees to be bound by and observe these terms and conditions together with LEAP's payment terms, Licence Agreement and operating procedures displayed on the screen or in the User Manual as supplied and amended by LEAP.

**Services**  
LEAP will provide the following services to the User during the Term of this Licence:

- Access to a LEAP System via on-line internet connection for the purposes of enabling the User to order, receive, view and print searches of such public databases and other search resources as LEAP may from time to time make available via that LEAP System
- Access to fee and billing information in relation to searches ordered by the User
- Access to on-line support materials
- LEAP's standard initial training set up services and telephone support to authorised personnel

**Charges**  
Standard Charges (including charges for each search service) are set out in a schedule provided to the User prior to commencement of this Agreement and are subject to variation from time to time, as published by LEAP and provided to the User directly or via access to the LEAP System. Any non-standard charges which apply are set out in a schedule provided to the User prior to commencement of this Agreement and are subject to variation from time to time.

Signed on behalf of Firm by its duly authorised officer	Signed on behalf of LEAP Searching Pty Ltd by its duly authorised officer
<input type="text"/>	<input type="text"/>
Print Name <input type="text"/>	Print Name <input type="text"/>
Print Title <input type="text"/>	

### 1 Term

1.1 This Agreement shall commence upon the acceptance by LEAP of the User's Licence Agreement and, subject to these terms and conditions, shall remain in force for an initial period of twelve months and (unless otherwise agreed in writing) the term shall continue thereafter from month to month until the expiration of one month following the date upon which either party gives one month's written notice of termination to the other.

1.2 LEAP may from time to time vary the conditions of this Agreement (including the prices at which the Service is to be provided) by giving written notice of such variation to the User.

### 2 Termination

2.1 LEAP may, subject to providing seven (7) days written notice to the User (during which time the User may remedy any breach), terminate this Agreement and deny the User access to the Service if the User is in breach of any of the conditions herein or if the User commits any act of bankruptcy or makes any composition or arrangement with its creditors or a receiver or manager is appointed over any part of its undertaking or its assets or it goes into liquidation or any petition is presented for its winding up.

### 3 Charges & GST

3.1 All charges are payable net thirty days from date of invoice, or as otherwise specified by LEAP at its discretion. If the User defaults in payment, LEAP reserves the right, without notice, to suspend access to the Service pending payment and if payment is not made within 14 days of the due date, to terminate this Agreement without notice. The User acknowledges that all charges 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. This is an essential term of this Agreement.

3.2.1 (a) In this clause 3 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.

(b) For the avoidance of doubt, "GST" includes any penalties or additional tax imposed in relation to the GST.

3.2.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST. The User must pay GST on the supply of the Services and LEAP will supply a tax invoice for its Services.

3.2.3 (a) Despite any other provision in this document, if GST is imposed on any supply made under this document, the recipient must pay to the supplier an amount equal to the GST payable on the supply.

### 4 Liability

4.1 LEAP grants the User access to the Service on the basis that LEAP is not engaged in rendering legal or other professional services.

4.2 LEAP shall not be liable to the User in 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 Service including any assistance or demonstration provided to the User by LEAP and LEAP's liability to the User shall in any event be limited to the amount of the fees charged for the particular service to which such liability relates.

4.3 To the extent that Clause 4.2 is rendered void or unenforceable by any relevant law LEAP's liability to the User is limited to either (at LEAP's discretion) the supplying of the service again or the payment of the cost of having the service supplied again.

4.4 LEAP 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 form any error or inaccuracy caused by communicating via the internet.

4.5 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 Attachment "A" hereto.

### 5 Force Majeure

LEAP shall not be liable for any delay, loss or damage (including consequential loss) caused to the User directly or indirectly by the unavailability of access to the Service caused by the failure of the User to comply with this Agreement, 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 outside the control of LEAP.

### 6 Users, password and user manuals

6.1 LEAP shall 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 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. The User is responsible for all charges incurred on the User's account and the use of a password issued by LEAP to the User is prima facie evidence of the User's authority to order the Services. Where the User requests in writing that LEAP cancel a particular password or account, LEAP shall cancel that password or account as soon as practicable in normal business hours following receipt of that request.

### 7 Additional Services

In introducing any additional services LEAP may add to or vary the conditions of this Agreement as they apply to those additional services by notification on-screen or by written notice to the User. Usage of the additional services by the User shall be taken as agreement by the User to be bound by the conditions so displayed or notified.

### 8 Assignment and Notices

LEAP may by notice in writing to the User assign the benefits and obligations of this Agreement. Users may only assign this Agreement with the consent in writing of LEAP.

### 9 Exclusion of implied terms and jurisdiction

This Agreement 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 the Services and the other services provided under this agreement. All implied terms are hereby excluded, to the full extent permitted by law. This Agreement is made in New South Wales and is governed by the laws of New South Wales.

### 10 Privacy and Data Security

LEAP complies with the Privacy Act 1998 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 its services or related purposes such as invoicing, providing customer support, training, record maintenance or statistical purposes or as otherwise required by law. While LEAP 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. The User warrants that it has all authorities and consents to necessary to disclose any personal information it supplies to LEAP.



## Extract of terms and conditions imposed by various government departments and agencies

### 1.1 Queensland Department of Natural Resources & Mines

#### Definitions

**Direct Marketing** means one to one marketing, normally supported by a database, 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 e-mail messaging (spam), postal canvassing and list broking.

**Licensed Data** means data that is owned by or licensed to the State of Queensland (Department of Natural Resources and Mines) and licensed to others under agreements.

**Licensed Data Product** means any Value Added product derived from or based on the Licensed Data or any Licensed Data Product. Value Adding means any augmenting, repackaging or incorporating of the Licensee's data, or other data licensed to the Licensee, with the Licensed Data. Conversion of the Licensed Data onto different media or the translation into a different format is not Value Adding.

**Hardcopy Product** means any printed paper based (not in electronic form) Licensed Data Product.

#### Ownership

I acknowledge that I have no rights of ownership in the Licensed Data and all Intellectual Property Rights including copyright in the Licensed Data are retained by the State of Queensland (Department of Natural Resources and Mines).

#### Liability

I acknowledge that the State of Queensland (Department of Natural Resources & Mines) or the Licensee does not guarantee the accuracy or completeness of the Licensed Data and does not make any warranty about the Licensed Data.

I agree that the State of Queensland (Department of Natural Resources and Mines) or the Licensee is not under any liability to me for any loss or damage (including consequential Loss or damage) from my use of the Licensed Data Products.

#### Privacy

I agree that I will not use the Licensed Data or Licensed Data Products with the intention of encroaching up the privacy of an individual and I will comply with the Privacy Laws.

I agree that I will not use the Licensed Data or Licensed Data Products for Direct Marketing.

#### Copyright and Disclaimer

I agree to display the applicable copyright notice and disclaimer notice.

All reproductions of the Licensed Data, however altered, reformatted or redisplayed, must bear the following notice:

© The State of Queensland (Department of Natural Resources and Mines)

All Licensed Data Products must bear the following notice and must refer to the relevant data in the Licensed Data Products:

Based on Data provided with the permission of the Department of Natural Resources and Mines.

All reproductions of the Licensed Data or Licensed Data Products must bear the following notice:

The Department of Natural Resources and Mines 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 negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs which might be incurred as a result of the data being inaccurate or incomplete in any way and for any reason.

### 1.2 Australian Securities and Investments Commission ("ASIC")

The User acknowledges that ASIC does not accept responsibility for any inaccuracy omission defect or error in the ASIC's database or in any of the software for accessing or searching those databases.

### 1.3 Business Names

The User acknowledges that the relevant State or Territory Department or Agency Provider cannot warrant that the Provider's database is free of inaccuracies, defect or errors.

The Provider shall not be responsible for any inaccuracy, defect or error in either the Provider's database or LEAP's programs or data.

### 1.4 Insolvency and Trustee Services Australia ("ITSA")

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

### 1.5 NSW Department of Lands ("NSW LPI")

Conditions of use:

Users are prohibited from:

Using the Property Information other than for their own internal 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 unauthorised persons or for any purpose other than backup

Users agree to:

The collection and disclosure of my (User) information to DITM, for the purpose of DITM or its agents conducting customer satisfaction surveys.

\* Proprietary Notice means a notice on material in which DITM claims rights, title or ownership, and includes a notice in the form "Land and Property Information (year)"

### 1.6 Landata, VIC Land Registry ("Landata")

Information provided via this service is for the exclusive use of the customer nominated and must not be passed on to any other party, nor can it be altered in any way.

Access to the LANDATA® System and data is NOT to enable the User to:

reproduce, repackage or on-supply the Licensed Material;

breach any of the licence conditions under which access is originally granted by the State of Victoria; distribute the data to other persons generally in any circumstances; or

breach the provisions of the Copyright Act 1968;

Copyright in all information from the Register of Land is owned by the State of Victoria. No part of the data supplied may be reproduced by any process except in accordance with the provisions of the Copyright Act, pursuant to a written agreement.

The State of Victoria does not warrant the accuracy or completeness of information in the Land Index, Property Enquiry Data, Crown Land Status Information or other information made available by the LANDATA® System other than Title Search Data and final search and any person using or relying upon such information does so on the basis that the State of Victoria shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information.

The information from the Register of Land is valid at the time and in the form obtained from the LANDATA® System only. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information from the Register of Land. The State of Victoria accepts no responsibility for information or data other than that which is part of the Register of Land.

**LANDGATE'S TERMS AND CONDITIONS FOR BROKER'S END USERS****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;
- (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. This includes, but is not limited to, the requirements of the Privacy Legislation.

**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 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.

**3. End Users acknowledge that they use the Title Products at their own risk, from the time of delivery to them.****4. The End User must:**

- (a) Have formal procedures in place to:
  - (i) provide protection (eg 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.

**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.

**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. 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.

**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:**

- (i) they have first been approved by Landgate's authorised delegate in writing (including by email), which approval will not be unreasonably withheld; and
- (ii) at least 24 hours written notice has been provided to Landgate prior to any such release;

**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.

**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.

**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:**

- 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
- 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:

- are produced independently by the Broker; and
  - are not part of Landgate's Business and not the subject of Landgate's agency arrangements; and
  - supplement the Title Products, without altering their inherent nature or integrity; and
  - will be supplied at a price determined entirely by the Broker.
- Broker's Outputs may include the following products and services:
- Bundling or packaging together several Title Products; and/or
  - Bundling or packaging the Title Products with other products from the Broker's business;
  - Providing integrated web portals or web services;
  - Providing advanced account management functions;
  - 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:

- own business or internal purposes; or
- 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:

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