SERV INFORMATION PRODUCTS – GENERAL TERMS AND CONDITIONS

SERV is an innovative registry and data insights company authorised by third parties, including the State of Victoria (State), the Registrar of Titles (Registrar) and local councils, to curate and provide access to Information Products from property-related datasets to customers.

These general terms and conditions (***Terms***) apply to Information Products that we make available to customers via our Platforms and includes important information about how customers (***you***) are permitted to access and use our Platforms and the Information Products. Please read the Terms carefully and contact us if you need further information:

Call:	+61 (03) 9102 0402 (LANDATA support, available Monday to Friday, 8:30am to 5pm)
Email:	landata.enquiries@servictoria.com.au

Special Terms

Certain features of our Platforms or the Information Products may be subject to additional product-specific terms and conditions (***Special Terms***) which we will make available to you via the relevant Platform or when you purchase an Information Product. You should read these Special Terms carefully (and read them together with these Terms) as they form part of these Terms. In case of inconsistency between these Terms and the Special Terms, the Special Terms prevail.

1 Application of these Terms

1.1 Each time you (or, if you are an entity, your officers and employees) access one of our Platforms or order, access or use an Information Product, you do so on these Terms. These Terms form a binding agreement between you and SERV. If you don't agree with any part of these Terms, you should immediately stop using and accessing our Platforms and the Information Products.

1.2 To access and use our Platforms and the Information Products, you must:

(a) have full legal capacity and, if you are registering an account or purchasing an Information Product on behalf of an entity, authority to enter into a legally binding agreement with us on their behalf; and

(b) use our Platforms and the Information Products in compliance with the Authorised Purpose and these Terms.

For some Platforms and Information Products, you may be required to have a registered account in accordance with clause 2 of these Terms.

1.3 If you are an entity, you must procure agreement from your officers, employees, and contractors who have access to the Information Products that they will only use the Information Products for the Authorised Purpose (and not for any other purpose) in accordance with these Terms and you will be responsible for ensuring they comply with this requirement.

2 Account Registration and Information Provided by You

2.1 To register for an account, you may be required to provide certain information to us, including:

- your full name (and your entity's name and ABN, if applicable);
- an email address;
- your contact number; and
- a chosen password.

If you don't provide this information, you may not be able to use our Platforms and we may not be able to provide Information Products to you. You may be required to provide additional information to us when you purchase certain Information Products. Further information on how we will use and store information you provide is set out in clause 4 (**Privacy and Confidentiality**).

2.2 You are responsible for the accuracy and completeness of all information you provide to us, for keeping any password you may create secure and for all activity carried out on our Platforms under your account.

2.3 You must notify us immediately if you become aware of any actual or suspected unauthorised use of your account, our Platforms or the Information Products and/or of any actual or suspected security or privacy breach.

2.4 We may disable your account at any time if we reasonably suspect any unauthorised use or activity has occurred or is likely to occur in connection with your account.

2.5 You agree that you will not create an account for any other person other than in the manner prescribed in these Terms.

3 Use of our Platforms and the Information Products

3.1 You may access our Platforms and use the Information Products, subject to ongoing compliance with these Terms and payment of relevant Fees.

3.2 You may only use Information Products for the Authorised Purpose which is:

(a) For Title and Property Certificate Information Products, the purposes set out in Item 1 of the table below but only for your personal use and not any commercial use (except to the extent necessary in acting as the agent/adviser/licensed conveyancer for a person in a dealing with interests in land);

(b) For Property Sales Data Information Products, for your own personal use and not any commercial use, for the purpose of making informed decisions regarding matters relating to land and, if you are a practising land valuer or licensed real estate agent, then also for the additional purposes set out in Item 2 of the table below; and

(c) For all other Information Products, for your own personal use and not any commercial use as well as any specific uses that may be specified in the Special Terms.

1. Title and Property Certificate Information Products	**2. Property Sales Data Information Products**
a) Dealings with interests in land authorised by law and purposes directly related to such dealing (e.g. preparing and providing vendor statements) provided that the purpose is not contrary to any law; and/or b) Enquiries relating to land or the ownership of land recorded in the Register provided that the enquiry or the purpose of the enquiry is not contrary to any law.	a) For preparing an estimated selling price of real estate for a client; and/or b) For preparing statements under section 47AF of the *Estate Agents Act 1980* (Vic) and, where applicable, including in the statement the particulars of up to three comparable properties in determining the estimated selling price. c) Other purposes for which a practising land valuer or licensed real estate agent is permitted to use Property Sales Data Information Products under the current Ministerial Direction made in accordance with section 5(2) of the *Valuation of Land Act 1960*. Details provided to your clients must be limited to a relevant property address, land description sale price and date of sale and the details of any vendor or purchaser must not be contained in these details.

3.3 Notwithstanding anything to the contrary in these Terms, you must ensure that our Platforms and the Information Products:

(a) are at all times used in compliance with all applicable laws; and

(b) are not used in any way that:

(i) alters, tampers with, decompiles, disassembles or reverse engineers any Information Product, or Platform;

(ii) results in the assembly or compilation of a database, directory or similar device which is similar in content, functionality or in any other respect to a Register, Information Product or Platform;

(iii) knowingly introduces to our Platform or systems any computer or software virus or other computer software or programs intended to impair, provide unauthorised access to or extract any system or any data stored on or accessed via our Platforms.

3.4 You must ensure that the Information Products are:

(a) not used in any way that violates or infringes third party rights, including privacy rights or the Intellectual Property Rights of SERV, the State or any other person; and

(b) not resold, distributed or commercialised or used for the purposes of data mining, aggregation and/or matching; direct marketing; promotion or advertising; list brokering; and/or creating or updating any marketing or contact list; and

(c) stored in a secure location and in a system or manner which prevents unauthorised access and misuse.

3.5 You agree that we may access the search history from your use of our Platforms at any time.

3.6 You agree to provide us with access to your records in relation to Information Products accessed by you as an agent for another person or in connection with you providing services to another person (including without limitation, where you are a conveyancer, legal practitioner, real estate agent, property valuer, financial adviser or government entity representative) (Service Provider), including the records in your computer systems, upon at least 2 business days' notice, for the purpose of checking your compliance with these Terms.

3.7 For Information Products you access as an agent or Service Provider, you must maintain a record of all persons who are given access to an Information Product for not less than 7 years from the date you received the Information Product. You are not required to maintain records of persons who are given access to an Information Product where such access is limited to the reproduction of the Information Product or data in the Information Product in a vendor statement received by that person (and which vendor statement was produced and disclosed in accordance with law) or where the access to an Information Product is otherwise required by law.

3.8 You must comply with our reasonable directions and requests relating to your use of our Platforms and the Information Products where this will help us to comply with applicable laws, regulatory obligations, and/or directions from the State and/or the Registrar or the Office of the Victorian Information Commissioner.

4 Privacy and Confidentiality

4.1 If you access our Platforms or order Information Products, we will collect your Personal Information and this Personal Information will be used, disclosed and stored in accordance with these Terms, our Collection Notices and our Privacy Policy.

4.2 You should read our Collection Notices and Privacy Policy very carefully, and regularly, as we may update them from time to time.

4.3 You agree to treat the information provided to you in a Land Index Search as confidential and not to disclose, use or copy, and to take all reasonable precautions to prevent your officers, employees or contractors from disclosing, using or copying that information other than for an Authorised Purpose in accordance with these Terms.

5 Intellectual Property Rights

5.1 You acknowledge and agree that:

(a) all Intellectual Property Rights in our Platforms and the Information Products (and all derivations, adaptions, modifications and enhancements to them) are at all times owned by, or licensed to, the State and/or SERV; and

(b) nothing in these Terms, or your access to or use of the Platforms or Information Products, transfers any Intellectual Property Rights in the Platforms or Information Products to you.

6 Fees

6.1 You will pay us the Fees for Information Products which you purchase via our Platforms. SERV accepts the payment methods listed on the Platforms, as updated or amended from time to time.

6.2 You may be entitled to a refund if an Information Product is unavailable, cannot be delivered due to a system error or if the order is cancelled after payment and before the Information Product is supplied to you. In certain circumstances, a refund may be automatically triggered by us. We will try to process any refunds to which you are entitled within 5 business days.

6.3 If you believe you are entitled to claim a refund and you have not received one within 5 business days of ordering an Information Product, please contact us at landata.enquiries@servictoria.com.au. We will review your request and this process may take up to 20 business days. If we decide you are entitled to a refund, we will try to process your refund within 5 business days of the decision.

6.4 All Fees are exclusive of any GST (as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) unless otherwise expressly stated and you must pay any GST amount (as shown on your invoice) payable on supplies made under or in connection with these Terms at the same time as you pay the Fees.

7 Liability

7.1 Except as expressly provided in these Terms:

(a) our Platforms and the Information Products represent the information included in the Register or otherwise provided to us by third parties at the time an Information Product is issued; and

(b) we make no warranties or representations of any kind, whether express or implied by conduct or statute (including, but not limited to, warranties as to the accuracy, reliability, currency, timeliness, availability) in relation to our Platforms or any Information Product.

7.2 Notwithstanding anything else in these Terms, to the maximum extent permitted by law:

(a) our liability in connection with these Terms, whether in contract, tort, breach of warranty or statutory guarantee or otherwise, is limited to (at our option):

(i) the supply of the services again; or

(ii) the payment of the cost of having the services supplied again; and

(b) we are not liable for any Excluded Loss including, without limitation, any direct or indirect loss suffered or incurred by you in connection with:

(i) your use of our Platforms or the Information Products;

(ii) any delay, inaccessibility or unavailability of our Platforms or Information Products, including due to any suspension and/or termination of your account by us; and

(iii) any data that is lost, modified or stored across networks not operated by SERV.

7.3 We warrant that the information contained in any Information Product is correct at the time it is taken from the Register but only to the extent it comprises data from the Register.

7.4 Unless otherwise expressly stated in the Special Terms, where SERV accesses an Information Product via a third party on your behalf and delivers it to you (for example, a certificate from a local council), SERV disclaims and does not accept any liability for the accuracy or completeness of any of the information or data contained in any such Information Product and you are responsible for seeking any redress you may have with respect to such Information Product directly from the relevant third party. For the sake of clarity, this clause is not intended to limit the warranty in clause 7.3.

7.5 You acknowledge and agree that in delivering an Information Product:

(a) The Information Product may not contain a complete record of information relating to a property;

(b) the database of property address details used by or in connection with the provision of Information Products may not be up to date; and

(c) we are not responsible for any error in an Information Product or delay or failure to send an Information Product to the extent caused by you providing incorrect or incomplete information to us such as an incorrect search address.

8 Right to suspend or terminate access

8.1 We may immediately suspend and/or terminate (at our option) your access to a Platform or an Information Product if you materially breach, or we reasonably suspect that you are in material breach of, any of these Terms.

8.2 Without limiting our rights under this clause 8, if we are satisfied that the cause of the termination or suspension has been sufficiently remediated, we may (at our discretion) re-instate your access to the relevant Platform or Information Products.

9 Enquiries, Complaints and Disputes

9.1 We will try our best to ensure fair and timely resolution of customer enquiries and complaints in relation to our Platforms and Information Products.

9.2 To make an enquiry or complaint, please use the following contact details:

For LANDATA enquiries such as purchasing property information certificates, copies of plans, or copies of title certificates:

- Contact LANDATA support: +61 (03) 9102 0402, available Monday to Friday, 8:30am to 5:00pm.

For Registration enquiries such as transfer of land, titles, deceased estates, mortgages and caveats:

- Contact Registry support: +61 (03) 9102 0401, available Monday to Friday, 8:30am to 4:30pm.

For Complaints: Email: Feedback@servictoria.com.au

9.3 We will try our best to acknowledge and/or respond to your enquiry or complaint within 5 business days and to resolve your enquiry or complaint as soon as reasonably practicable.

If you are unhappy with the way we resolve your enquiry or complaint, you may request an internal review by a SERV senior manager.

9.4 If you or we consider a dispute has arisen, the relevant party must promptly notify the other in writing by giving details of the dispute. We must both try our best to resolve any dispute.

9.5 If we can't resolve the dispute within 20 business days from notification under clause 9.5, either of us may immediately refer the dispute to expert determination under the Australian Disputes Centre (***ADC***) Rules. If

9.6 the dispute is referred to expert determination, each of us:

(a) will have an opportunity to make submissions to the expert; and

(b) must be responsible for our own costs, except the mediation costs will be equally shared between us.

9.7 Neither of us is permitted to commence any court or arbitration proceedings relating to a complaint or dispute unless we have first complied with this clause 9, except to seek urgent interlocutory relief.

10 General

10.1 These Terms are governed by the laws of the State of Victoria and we both irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria.

10.2 Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability and will be severed from these Terms.

10.3 These Terms supersede all prior representations, agreements, and understandings between us, whether verbal or in writing.

10.4 These Terms and any Special Terms are the only terms which govern your rights and obligations in relation to our Platforms and the Information Products and we may, in our sole discretion, amend these Terms at any time by publishing amended Terms online at https://www.landata.online/ or www.servictoria.com.au. The Terms that are in effect at the time you place your order for an Information Product will apply to that order.

10.5 The State is entitled to the rights and benefits of these Terms and may enforce these Terms as if it were a party, however the State shall have no responsibility for, or liability arising from, our obligations under these Terms.

11 Definitions

The following definitions apply in these Terms unless the context requires otherwise.

Authorised Purpose has the meaning set out in clause 3.2.

Excluded Loss means any claims, losses, damages, costs and/or expenses suffered or incurred by a party in connection with these Terms that cannot reasonably be considered to arise naturally from that breach including, without limitation, lost profits or any special, incidental or consequential damages or loss.

Fees means the relevant fees or subscription fees (as is applicable) payable by you for access to and use of an Information Product as found on https://www.landata.online/ or www.servictoria.com.au

Information Product means the products and services offered and/or delivered by SERV via a Platform or other means from time to time including, without limitation, the LANDATA Statutory Products, certificates delivered on behalf of third parties and other products identified in the Information Product Schedule and includes the data contained in such products and services.

Information Product Schedule means the Information Product Schedule at the end of these Terms that details the Information Products, and which is subject to change from time to time by SERV.

Intellectual Property Rights means all intellectual property rights, including (without limitation) copyright, circuit layouts, designs, trade and service marks, domain names, business names and trade names, moral rights, rights in know-how, inventions, processes and confidential information and including any application or right to apply for registration of any of these rights (whether or not registrable).

Land Index Search means a search of the electronic cross reference table listing registered proprietors, title particulars, parcel and property identifiers available on the LANDATA Platform;

LANDATA Statutory Products means the Information Products regulated by the *Transfer of Land Act 1958* (Vic) which are accessible to customers via the LANDATA Platform and which are identified as LANDATA Statutory Products in the Information Product Schedule.

LANDATA Platform means https://www.landata.online/.

Personal Information has the meaning given in applicable Privacy Laws from time to time.

Platform means each website, application and online platform owned or operated by SERV from time to time including, without limitation www.servictoria.com.au and the LANDATA Platform and any other platform on or through which Information Products are offered and/or delivered by SERV.

Property Sales Data means the property sales information held by LANDATA® on behalf of the Valuer General, being details of sale or transfer of land or of an interest in land.

Property Sales Data Information Products are the Information Products identified as such in the Information Product Schedule.

Privacy Laws means the *Privacy Act 1988* (Cth) (including the Australian Privacy Principles) and the *Privacy and Data Protection Act 2014* (Vic) (including the Information Privacy Principles) and any other applicable laws from time to time in force dealing with privacy of any information or opinion about an individual.

Register means, the register as defined in the *Transfer of Land Act 1958* (Vic).

Registrar means as the context permits, the Registrar of Titles as defined in the *Transfer of Land Act 1958* (Vic).

SERV or ***we*** or ***us*** means Secure Electronic Registry Services Pty Ltd (ABN 86 627 986 396), acting as trustee for the Secure Electronic Registry Services Trust (ABN 83 208 746 897) and ***our*** has like meaning.

State means the State of Victoria and any government agency of the State and includes the Victorian Department of Transport and Planning, Land Use Victoria and the Registrar of Titles.

Title and Property Certificate Information Products are the Information Products identified as such in the Information Product Schedule.

Information Product Schedule

Category	Description
Title and Property Certificate Information Products	
LANDATA Statutory Product (GST exempt)	
Register Search Statement	Folio Search
Register Search Statement	Title Text & Diagram (folio search and plan search)
Other Title Based Documents	Plan Search (title diagram or plan)
Other Title Based Documents	Instrument Search
Other Title Based Documents	Crown Instrument Search
Other Title Based Documents	Historical Search
Other Title Based Documents	Owners Corporation Basic Report
Other Title Based Documents	Crown History
Title Activity Searches	Final Search
Planning Certificates	DTP Planning Certificate (Online)
Water Register	Water Register Record Search and Water Share Record Search
Certified Copies	Various searches (Certified Folio, Certified Plan, Certified Historical, Certified Instrument)
Other property information products (not GST exempt)	
Land Index	Land Index Search
Property Transaction Alert Service	Title Alert Service (3-, 6- or 12-months subscription)
Property Transaction Alert Service	Plan Alert Service (3-, 6- or 12-months subscription)
Crown Search	Various searches (Crown Title, Crown History, Crown Dealing, Crown Folio affected by Instrument, Crown Instrument)
Cancelled Title Search	Cancelled Crown Title Search or Cancelled Title Search
Dealing Search	Various (including Dealing Status, Pre-lodgment Check)
Dealing Search	Dealing Activity on Title
Other	Catchment and Land Protection Certificate
Other	Aerial photography – high quality
Third party products (not GST exempt)	
Vendor Statements	Vendor Statement Certificates (various) provided Application to Application
Vendor Statements	Vendor Statement Certificates (various) provided manually
Other	Owners Corporation Premium Report
Property Sales Data Information Products (not GST exempt)	
Property Sales Data	Sales History Report
Property Sales Data	Valuation Report
Other (not GST exempt)	
SERV developed	Commemorative Title Certificate