

RESELLER THIRD PARTY TERMS

Currency

These Reseller Third Party Terms are current from 1 May 2024.

General

In addition to the General Terms, any applicable Product Terms and the Third Party Terms, these Reseller Third Party Terms apply to any InfoTrack Products identified in these terms that You or your client's access or order from InfoTrack.

General Terms means either:

- (a) the terms of any Master Reseller Agreement (including any applicable Order Form) between InfoTrack and You (**MSA**); or
- (b) where there is no MSA between the Parties, InfoTrack's general terms and conditions set out at <https://infotrack.com.au/legal/GeneralTerms>

Product Terms means the product specific terms that are applicable to any InfoTrack Products in addition to the General Terms, as set out in this document and available at <https://www.infotrack.com.au/legal/ProductTerms>

Third Party Terms means these terms, conditions, restraints, disclaimers or limitations (as required by InfoTrack's Third Party Suppliers) applicable to certain InfoTrack Products that are provided or licensed by Third Party Suppliers to InfoTrack, located here <https://infotrack.com.au/legal/ThirdPartyTerms> and as updated by InfoTrack from time to time.

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PART A Land Registry Services and Titles Products

[Last updated 1 May 2024]

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

In this PART A:

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

PART A.1 Queensland

[Last updated 1 May 2024]

A1 Queensland Titles Registry – Licensee's Agent Terms

A1.1 Ownership

- (a) This Agreement does not confer on me any rights of ownership in Queensland Titles Registry's System and/or the Licensee's System.
- (b) The Licensor (or the copyright owner) retains ownership of the Intellectual property rights that It has in each of the Information Products, whether In its original form, or as reformatted or converted onto different media by the Licensee or by me.

A1.2 Confidentiality

- (a) Queensland Titles Registry's System contains the valuable commercial information of the Licensor and the manner in which the Information Products are accessed through Queensland Titles Registry's System and/or the Licensee's System is of a confidential nature.
- (b) I will take all reasonable steps within my power and control to maintain and safeguard the security of Queensland Titles Registry's System and the Licensee's System. I further agree to ensure that my employees and consultants take all reasonable steps within their power and control to maintain the security of Queensland Titles Registry's System and the Licensee's System and use Queensland Titles Registry's System and the Licensee's System solely for the purposes permitted under this Agreement.
- (c) I will include safeguards in the procedures for the operation and administration of the Licensee's Agent's System against unauthorised access to Queensland Titles Registry's System and/or the Licensee's System and in particular I agree to provide and maintain a firewall between the Licensee's Agent's System and the End User.

A1.3 Prohibited Use

- (a) I will not reformat any Information Product or alter it in any way.
- (b) I will not produce reports or publications based on any Information Product for public sale or distribution without the prior written approval of the Licensor.
- (c) I am not and do not become a partner, employee or agent of the Licensor under this Agreement and will not allow myself to be represented as such.

A1.4 Copying and Storage of Information Products

- (a) I will not store all or any part of an Information Product on any computer or retrieval system for a period in excess of 30 Business Days from the day on which it was requested.
- (b) Information Products must not be transmitted to any other End User or used for any other purpose other than to satisfy an original request from an End User.

A1.5 Distribution to End Users

- (a) I will not distribute any Information Product to an End User unless that End User has either signed a written licence agreement with me for access via a closed network, or agreed to enter into a licence agreement via an open network/internet environment. Both types of licence agreement with an End User must incorporate the conditions set out in the Third Party Terms.
- (b) If an End User is entering into a licence agreement via an open network/internet environment I will ensure that prior to accessing an Information Product the End User accepts the terms and conditions in the Third Party Terms by having to respond favourably to an "I agree" (or similar wording to the same effect) click button on the screen.
- (c) I will not delete, modify or otherwise alter the conditions set out In the Third Party Terms.
- (d) I will ensure that an End User uses the Information Products that it receives from me only for its own personal use or in the ordinary course of its business (e.g. solicitor, accountant etc.). I will ensure that the End User is not a business acting as an electronic online re-supplier in a similar manner to the Licensee or me.
- (e) Information Products may only be supplied to an End User in the following ways:
 - (i) As a display on the Licensee's Agent's System computer screen.
 - (ii) As a printout from the screen of the Licensee's Agent's System computer.
 - (iii) By electronic online supply to an End User.
 - (iv) By email delivery, provided the email is completely deleted from the Licensee's Agent's System immediately upon successful transmission,

- (v) By facsimile transmission, provided the facsimile is destroyed immediately upon successful transmission. If the facsimile machine provides a transmission record that replicates the whole or part of an Information Product, that part of the transmission record must also be destroyed immediately.
- (f) Nothing in the above clauses entitles me to keep a copy of any portion of an Information Product on any retrieval system (except as provided for in the section titled "Copying and Storage of Information Products" above).
- (g) I will provide to the End User on request, non-confidential details as to the date, time and Information Product type requested by that particular End User.

A1.6 Records

- (a) I will record for the duration of this Agreement and then for a minimum of 12 months following the expiry or termination of this Agreement for audit purposes In electronic form all of the following:
 - (i) The name or contact name of each End User accessing the Licensee's Agent's System.
 - (ii) Where applicable, the business/company name of each End User referred to above.
 - (iii) The address, e-mail address or computer IP address and terminal identification of each End User.
 - (iv) The date and time each Information Product was requested.
 - (v) The total number of each Information Product type requested by End Users during the month.
 - (vi) All records, accounts and supporting documentation of all transactions by me applicable to the Information Products.
- (b) I will provide these records to the Licensee within 1 day of a request to provide the records. I agree that the Licensee may provide these records to the Licensor.
- (c) Except for availability to the Licensee and the Licensor, I will keep these records private and confidential, and only use them for the purposes of this Agreement.

A1.7 Marketing: I will trade under one trading name only in respect of the matters under this Agreement.

A1.8 Access for Audit: I will provide to the Licensor at no cost, an access to the Licensee's Agent's System (that displays the Information Products like an End User). The purpose of this access is to audit my system for compliance with this Agreement, and Information Products obtained under this access must not incur any fees or charges to the Licensor. The Licensor (through the Licensee) will provide to me a credit on the Information Product fee for each Information Product obtained by the Licensor through this access.

A1.9 Privacy

- (a) This Privacy section applies If I will in any way deal with Personal Information for, or provided by, the Licensee or the Licensor.
- (b) I acknowledge that I am a bound contracted service provider for the purposes of the Information Privacy Act 2009 (Qld),
- (c) I agree to comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 (Qld) in relation to the discharge of my obligations under this Agreement, as If I was the Licensor.
- (d) I will immediately notify the Licensee on becoming aware of any breach of this Privacy section. I agree that the Licensee may pass this information on to the Licensor.

A1.10 General Conditions: This Agreement will be governed by and construed in accordance with the laws of the State of Queensland, Australia.

A1.11 Definitions

Agreement means the Third Party Terms and this section A1 titled Licensee's Agent Terms and any other terms added by the Licensee.

End User means any person to whom I supply Information Products.

Information Product means a product supplied through online access search types (e.g. Title Search).

Licensee means InfoTrack Pty Limited.

Queensland Titles Registry's System means the operating and applications systems and online information resources in the form of a computerised information retrieval system, which enables the retrieval and distribution of Information Products.

Licensee's System means the operating and applications systems in the form of a computerised information retrieval system, which enables the retrieval and distribution of Information Products through Queensland Titles Registry's System.

Licensee's Agent's System means my operating and applications systems in the form of a computerised information retrieval system, which enables the retrieval and distribution of Information Products through the Licensee's System.

Licensor means Queensland Titles Registry Pty Ltd ACN 648 568 101 or any successor.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

PART A.2 Victoria

[Last updated 14 August 2024]

A2 The State of Victoria – Conditions and Purposes for use of Licensed Material

- A2.1 The Third Party is licensed to access the LANDATA® System in order to make the LANDATA® System and the Licensed Material available to Users for online searches. Without limiting the general obligations on the Third Party, it is a condition of these Terms that the Third Party must not use the Licensed Material to prepare mailing lists, list brokering or to assist in direct marketing or promotions.
- A2.2 The Third Party must not provide access to name search service via Land Index to any person who has not executed a Condition of Use Deed. Upon becoming aware that a User has used Land Index information other than for an Authorised Purpose, the Third Party must immediately prevent that User's access to the Land Index.
- A2.3 The Third Party must establish and maintain a record of all Users who are given access to the Licensed Material. The system must have a user identification code or password with an appropriate audit trail to show details of all instances of access to the Licensed Material, the User who gained that access and the person on whose behalf that access was sought. The Third Party must provide copies of such records to the Licensor in accordance with the Licensor's request and within 20 Business Days of a request being made.
- A2.4 The Third Party must, at no charge, provide the Licensor with the ability to access the Licensed Material via the Third Party's electronic service and the Licensor is not liable for any fee under these Terms where the Licensor utilises such access.
- A2.5 Records of the Third Party under clause A2.3 above shall be made available to the Licensee and to the Licensor as reasonably required by Licensor.
- A2.6 **Definitions**

Condition of Use Deed means a deed in the form set out in Schedule 5 of the Licence Agreement.

Customer means a customer of the Licensee who has been, or will be, given access to the Licensed Material in accordance with a Customer Agreement, including Third Parties.

Customer Agreement means an agreement between a Customer and the Licensee entered into in accordance with clause 13 of the Licence Agreement.

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 Licensor.

LANDATA® System means the computerised system operated by or on behalf of or under licence from the Licensor, and as varied from time to time, which currently provides access to the Licensed Material.

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

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

Licensee means InfoTrack Pty Limited.

Licensors means the Crown in right of the State of Victoria.

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

User means a person who has entered into a User Agreement with a Third Party for access to the LANDATA® System.

User Agreement means an agreement between a Third Party and a User entered into in accordance with clause 13 of the Licence Agreement under which the User is granted access to the LANDATA® System by the Third Party.