

Customer Agreement



CITEC CONFIRM
GPO Box 2457
BRISBANE QLD 4001

Our privacy statement is available on the CITEC Confirm website:
https://confirm.com.au/citecConfirm/legal/privacy_statement.shtml

Please provide your details, read the Terms and Conditions, and sign in the space provided.
Email the completed form to your CITEC Confirm contact.

Victorian Land Searches and Victorian Conveyancing are restricted to organisations that have signed the current CITEC Confirm Customer Agreement (this document). The Conditions for Customer Agreements and User Agreements for these services, from the Department of Environment, Land, Water and Planning Victoria, are provided in full in this document.

Access to Additional Databases

I/We hereby make application to be a registered user of the following additional databases and provide the required documents as stated:
(tick relevant box)

- | | |
|--|---|
| <input type="checkbox"/> Conveyancing and Manual Services | Services such as NSW OSR EDR and PEXA will require additional details to be provided. |
| <input type="checkbox"/> Queensland Magistrates Court | Non-legal clients must provide a copy of current record of business name registration. |
| <input type="checkbox"/> Queensland Civil and Administrative Tribunal | Non-legal clients must provide a copy of current record of business name registration or company registration or appropriate license. |
| <input type="checkbox"/> Magistrates' Court of Victoria | All Clients must provide completed Electronic Data Interchange Trading Agreement . |
| <input type="checkbox"/> County Court of Victoria | Services are only available to Legal Firms and Licensed Practitioners with an LSB number. |
| <input type="checkbox"/> Victorian Land Index Searches | All Clients must provide signed copy of LANDATA@ Deed of Grant . |

Acknowledgement & Declaration

I*, _____, hereby make application to be a registered user of CITEC Confirm and agree to be bound by the [Terms and Conditions of Use](#) of this Agreement.

Applicant Signature: _____ Position: _____ Date: _____

* In the case of a registered Business Name, the Proprietor/Owner/Officeholder should sign and date this Agreement.

CITEC USE ONLY

The above application by the Client to be a registered user of the System is HEREBY ACCEPTED by CITEC for and on behalf of the Crown in right of THE STATE OF QUEENSLAND ("the State") and the State agrees to be bound by the Terms and Conditions of this Agreement.

Signed: _____ Date: _____
(For and on behalf of CITEC)

CITEC CONFIRM TERMS AND CONDITIONS OF USE

This version (1.1.25) of the CITEC Confirm Terms and Conditions of Use is valid as at 30 July 2018. This version replaces and takes precedence over the prior version (1.1.24) valid as at 1 December 2017.

1 Definitions and Interpretations

| | |
|-------------------------------------|--|
| "Agreement" | means the commercial arrangement established in accordance with the Terms and Conditions of Use between CITEC and the Client. |
| "Approved Entity" | means an entity as defined under Rule 975B of the Uniform Civil Procedure Amendment Rule (No. 1) 2009 or entity as defined under Rule 27 of the Queensland Civil and Administrative Tribunal Rules, 2009, or an authorised user as defined in Rule 28.09 of the County Court Civil Procedure Rules 2008 (Vic), and in Rule 1.13 of the Magistrates Court General Civil Procedure Rules 2010. |
| "Authorised User" | means a party or Representative of the Client who accesses CITEC Confirm. |
| "CITEC" | means a commercialised business of the Department of Housing and Public Works within the State of Queensland. |
| "CITEC Confirm" | means the equipment, programs and services provided by CITEC to allow Clients electronic access to publicly available information held in the databases of the Database Provider. |
| "Client" | means the legal entity or entities registered as a CITEC Confirm client. |
| "Commercial Credit facility" | means a credit arrangement established with the Service Provider for the purpose of utilising CITEC Confirm. |
| "Database" | means a database of a Database Provider to which the Client has access pursuant to this Agreement. |
| "Database Provider" | means a State or Commonwealth Department or instrumentality, or other Government or non-government body contributing a database to CITEC Confirm. |
| "Electronic Filing" | means a process whereby a Service Provider is authorised to act on behalf of an Approved Entity in relation to the electronic filing of documents at Magistrates Courts registries. |
| "Fees" | means the price for performing a search using the CITEC Confirm system. |
| "Registration Details" | means the specific details the Client provides to CITEC for the purposes of establishing and operating a CITEC Confirm access account. |
| "Service Provider" | means the approved service provider CITEC through CITEC Confirm. |
| "System" | means CITEC Confirm. |

2 Term of Agreement

2.1 Commencement

This Agreement shall commence when the Service Provider accepts the Client's online registration or application forms. Notification of acceptance will be sent via email within one (1) hour of the Service Provider's acceptance of the Client's application. The Client's application will be subject to security and operational verification so that the Service Provider can be assured that the Client's CITEC Confirm access account is valid and representative of the Client and that such account has not been established in a manner which misrepresents the Client. The Service Provider will be under no obligation to provide CITEC Confirm access until such time as the security and verification process has been validated.

2.2 Variation

- 2.2.1 The Service Provider reserves the right to vary, change or discontinue any feature of CITEC Confirm at any time, including content, hours of availability, pricing, equipment required for access and these Terms and Conditions of Use.
- 2.2.2 The Client will be bound by the most current terms and conditions every time the Client visits the site; therefore the Service Provider suggests that the Client periodically review these terms and conditions for any changes as described under 2.2.1.
- 2.2.3 It is the Client's sole responsibility (including any of its Authorised Users) to inform itself in regards any notifications referenced under clause 2.2.2.

3 Termination

3.1 Registration Details and Suspension

CITEC Confirm access will only be provided to the Client where the Registration Details are correctly representative of the Client. The Service Provider, at its sole discretion, will suspend the Client's CITEC Confirm access account where the Registration Details provided by the Client are found to be misrepresentative.

3.2 Automatic Termination

Automatic termination of this Agreement will apply where the client:

- (a) attempts to use CITEC Confirm without having paid all relevant charges in advance (this condition is not applicable where a client has an approved CITEC Confirm Commercial Credit Facility); or
- (b) is in breach of the Commercial Credit Facility arrangement.

3.3 Termination by Client

The Client may terminate this Agreement by advising the Service Provider by email or mail. The notice of termination must be on letterhead signed by the authorised contact person and include the Client's Account Code. Termination will take effect when the Service Provider acknowledges having received such notice. All outstanding fees and charges must be settled before the account can be closed.

3.4 Termination by Service Provider

The Service Provider may terminate this Agreement immediately and without notice in circumstances where the Client is in breach of this Agreement.

4 Transfer/Assignment of Right to Access CITEC Confirm

4.1 The Client (including any of its Authorised Users) shall not assign or transfer the Client's rights under this Agreement without the prior written consent from the Service Provider.

4.2 The Client must notify the Service Provider immediately in writing in circumstances where:

- (i) The Client alters its legal status;
- (ii) The Client change's its registered business or company name; and
- (iii) any order, resolution or step regarding insolvency or bankruptcy administration is made in relation to the Client.

5 Fees, Terms of Payment and Billing Cycle

5.1 Unless the Client has an approved Commercial Credit Facility all fees are payable in advance. If the Client incurs fees and charges that overdraw their account balance, then the Client is required to take immediate action to restore their account to a positive balance.

5.2 All actions will be taken to recover outstanding fees and charges. Clients will be liable for any costs incurred as a result of debt recovery action taken to recover outstanding fees and charges.

5.3 Current Fees and charges are displayed through the "Fees" page of the CITEC Confirm web site www.confirm.com.au. CITEC Confirm has two (2) elements to Fees and Charges:

- (i) Database Provider Information Fees which are the Fees for the information levied by the Database Provider; and
- (ii) CITEC Confirm Delivery Fees which are the Fees for delivering the information to the Client by the Service Provider.

5.4 Refund Policy

- (i) Refunds are not available under any circumstances once searches have been ordered.
- (ii) Refunds will not be given for manual document ordering searches. A no result is considered a result and is therefore due and payable by the Client.
- (iii) Client misuse of activation buttons or any CITEC Confirm technology which incurs multiple or single Fees or charges will be due and payable by the Client to the Service Provider. No refund applies under these circumstances.

5.5 Billing

- (i) Billing cycle to the Client will occur twice (2) monthly and will be issued on the fifteenth (15th) and last day of every calendar month. The application of this condition is limited to the Client maintaining a Commercial Credit Facility.

6 Minimum System Requirements

6.1 CITEC Confirm uses internet technology. It is the responsibility of the Client to meet the technology requirements in relation to use of the System. The technology requirements are located at the CITEC Confirm website (refer to Help – Frequently Asked Questions). These technology requirements may vary from time to time.

7 Transmission Speed

7.1 The Service Provider has no control over the speed of transmission of data where the internet is used for access.

8 Interruption to Service

8.1 The Service Provider does not warrant that Client access to CITEC Confirm will be uninterrupted (except to the extent, if any, where such warranty may be implied by law and be incapable of exclusion by the Service Provider).

8.2 The Service Provider will use best efforts to provide access during the published hours of service. However, there may be an interruption to services to facilitate urgent reasonable maintenance by the Service Provider.

8.3 The Service Provider will not be liable to the Client or third parties for interruptions to the service beyond its control including but not limited to:

- (i) Problems with Client telecommunications services;
- (ii) Problems with Client internet service provider; or
- (iii) Problems with Client hardware or software,

except to the extent, if any, which the Service Provider may not be able to lawfully exclude such liability.

9 Disclaimer of Liability

9.1 The Client agrees that the Service Provider will not be liable to the Client for anything (even negligence) to do with CITEC Confirm (for example, without limitation, inaccurate information), except to the extent (if any) which the Service Provider cannot exclude liability.

10 Intellectual Property and Copyright

10.1 The Client acknowledges that the Client does not acquire any property rights in database information provided to the Client through CITEC Confirm.

10.2 CITEC Confirm and the CITEC Confirm logo are the registered trademarks of CITEC and remain the property of CITEC. Through the Client's use of CITEC Confirm the Client may also access the registered trademarks of Database Providers. Unless otherwise provided for under these Terms and Conditions of Use, the Client is not provided any authorisation to reproduce or utilise CITEC or Database Provider trademarks for any activity other than those prescribed under these Terms and Conditions of Use. All trademarks remain the property of their registered owner.

11 Use of Information

11.1 Databases

CITEC Confirm is made available only for the Client's personal information or business operations.

The Client agrees not to use CITEC Confirm data to provide or facilitate direct online access to any other person.

NOTE: There are separate terms to be entered into by a Client wishing to resell CITEC Confirm services. These Terms and Conditions of Use do not provide a Client with the authority to resell CITEC Confirm services. Clients seeking reseller status will complete such application through a separate process conducted through CITEC Confirm.

11.2 About the Client

CITEC will retain and protect all information provided by the Client for registration and CITEC Confirm purposes only (but may be legally required to disclose it in some circumstances, eg if ordered by a court to do so).

It is impossible to guarantee the protection of client personal data absolutely. CITEC Confirm uses encryption which provides a level of security. Client data may be exposed to loss, unauthorised access, use, modification or disclosure. CITEC will not use the information for on-selling to list brokers.

Persons under the age of 18 years are not legally permitted to become registered users of CITEC Confirm.

12 Account Code and Password Security

12.1 The Client shall be solely responsible for the use, maintenance and security of any client CITEC Confirm account codes and password's.

12.2 The Client will be solely liable and responsible for any use whatsoever of the Account Code and Password whether authorised or not.

12.3 The Client agrees not to reveal the Client's CITEC Confirm Password to any other person other than Authorised Users who the Client has provided access to use the Client Account Code and Password.

12.4 For security reasons, the Client shall be required to change the password when requested by the Service Provider.

13 Support Services

13.1 The Service Provider will provide Client support for the use of CITEC Confirm by email. The Service Provider will endeavour to provide twenty-four (24) hour turnaround on this service during published operating hours. The contact email address for the Confirm Service Centre is confirm@citec.com.au

13.2 The Service Provider will provide twelve (12) months on-line access to Client usage report records. This access is for the purposes of assisting the Client to manage records in relation to end of year reconciliation. During this access period it is the Client's sole responsibility to download, retain and store the available records.

13.3 Should the Client require records outside of any twelve (12) month access period then such records will be made available for a Fee agreed between the Service Provider and Client. Subject to a Client's written request (email acceptable) the Service Provider will provide a Fee quotation inclusive of an estimated delivery timeframe. Client acceptance of the Fee quotation will be required before the Service Provider proceeds to recover and deliver the Client records.

13.4 The Service Provider is under no obligation to provide the Client records outside any twelve (12) month access period unless the Client has accepted a Fee quotation for the provision of such records.

14 Disputes

14.1 The parties will co-operatively resolve any dispute arising out of or in connection with this Agreement.

14.2 Where the parties cannot resolve any dispute arising out of or in connection with this agreement under clause 14.1, the dispute will be resolved as follows:

- (i) The parties shall first refer the dispute to mediation by a Mediator who is approved by the Queensland Law Society ("The Society") and who is agreed to by the parties, or failing agreement, appointed by the President of the Society, on the terms of the standard mediation agreement approved by the Society.
- (ii) The reference shall commence when either party gives written notice to the other, specifying the Dispute and requiring its resolution under this provision.
- (iii) Any information or documents obtained through or as part of the reference under this provision shall not be used for any purpose other than the settlement of the Dispute under this provision.
- (iv) If the Dispute is not resolved within twenty-one (21) days of the commencement of the reference under this provision, either part may then, but (subject to (v)) not earlier, commence proceedings in any court of competent jurisdiction.
- (v) Nothing in these Terms and Conditions of Use prevent a party from commencing court proceedings relating to any Dispute at any time where that party is seeking urgent interlocutory relief.

15 Governing Law

15.1 This Agreement shall be governed by and interpreted in accordance with the laws and courts of the State of Queensland.

16 Specific Databases - additional Terms and Conditions

16.1 Access to particular databases may be subject to certain additional database-specific terms. These additional database-specific terms form part of this Agreement. The Client agrees that by accessing a database, the Client agrees to the additional database-specific terms that are applicable:

- (i) [Personal Property Securities Register Terms and Conditions of Use](#);
- (ii) [Automated Titles System from Department of Natural Resources, Mines and Energy, State of Queensland](#);
- (iii) [LANDATA® System access from Department of Environment, Land, Water and Planning Victoria](#) (see schedule 7 attached)
- (iv) [Australian Registry Investments through NSW Land Registry Services \(NSW LRS\)](#);
- (v) [Electronic Lodgement of Documents – Queensland Magistrates Court](#);
- (vi) [Electronic Lodgement of Documents – Queensland Civil and Administrative Tribunal](#);
- (vii) [Landgate Terms and Conditions Western Australia](#)
- (viii) [Applicants to Note - Energex](#)
- (ix) [Disclaimer and Indemnity - Ergon Energy](#)
- (x) [Australian Securities and Investments Commission \(ASIC\)](#)
- (xi) [Provisions relating to Manual Services and PEXA Platform - GlobalX](#)

These documents can be viewed via the CITEC Confirm website www.confirm.com.au and CITEC recommends that you read these conditions prior to the execution of this Agreement. Land Victoria LANDATA® System access conditions are contained in Schedule 7 attached.

17 Marketing Material

17.1 CITEC Confirm periodically sends, via mail and email, marketing material distributed for the purposes of marketing CITEC Confirm products and/or services to the Client. All marketing activities will be conducted in accordance with the Information Privacy Principles defined by the *Information Privacy Act 2009* (Qld).

18 This Agreement

18.1 This Agreement constitutes the whole Agreement between the Service Provider and the Client, and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

19 Waiver

19.1 None of these Terms and Conditions of Use will be taken to be waived except by written waiver executed between Service Provider and the Client.

SCHEDULE 7 – LANDATA® SYSTEM ACCESS FROM DEPARTMENT OF ENVIRONMENT, LAND WATER AND PLANNING, VICTORIA

CONDITIONS FOR CUSTOMER AGREEMENTS AND USER AGREEMENTS

For the purposes of the following conditions, Customer refers to the person who has entered into a “Customer Agreement” with the Licensee in accordance with clause 12 of the Licence Agreement for access to the Licensed Material, and User refers to a person who has entered into a “User Agreement” with a Third Party in accordance with clause 12 of the Licence Agreement for access to the Licensed Material.

1. The Customer or User is prohibited from:
 - (a) 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;
 - (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) using the information available from the Licensed Material for other than the Authorised Purposes.
2. 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.
3. 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:
 - (a) a copy or reproduction is for an Authorised Purpose;
 - (b) the State has approved in writing its copying or reproduction; or
 - (c) all persons to which that part of the Land Index relates have given written consent to such copying or reproduction.
4. The Customer or User acknowledges and agrees that:
 - (a) 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);
 - (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 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).
5. 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:
 - (a) there is an error in the Register search statement or property certificate sent to the Customer or User; or
 - (b) 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.
6. 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.
7. 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 Uniform 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).

8. 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.

Where a Customer is also a Third Party, the following additional conditions apply

9. The Customer 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.
10. The Customer must ensure that all of its employees, agents, and contractors who have access to the Licensed Material execute a deed in the form of Schedule 6 to the Licence Agreement. The Customer must maintain such executed deeds until at least 7 years after termination or expiration of the Licence Agreement. The Customer must provide the signed copies of the deeds to the Licensee or the State (as the case may be) when and as requested by the Licensee or the State.
11. The Customer must ensure the service provided by the Customer is consistent with the service provided by the Licensee in all ways including but not limited to the content and the format of the Licensed Material.
12. The Customer is prohibited from assigning its right to, on sell or distribute (other than distribution for an Authorised Purpose) the Licensed Material or assigning its right to provide the information by way of online connection in any way.
13. The Customer undertakes to only provide access to the Licensed Material to Users who have a current User Agreement with the Customer, and must not provide access to an Ad-Hoc Customer.
14. The Customer must ensure that the User Agreement is in a written form and contains the conditions set out in Items 1 to 8 and Item 22 of this Schedule.
15. The Customer and any Users may only obtain access to the Licensed Material through the Licensee's server and electronic service.
16. The Customer must ensure that any product or service provided by the Customer using the Licensed Material includes a clear and prominent notice stating that the Licensee, not the Customer, has entered into a licensing agreement with the State to use the Licensed Material and any Licensed Material provided to the User is sourced from the Licensee's server, as set out in Item 8(d) of Schedule 1 of the Licence Agreement.
17. The Customer agrees that the State may have access to the Licensed Material through the Customer's electronic service without any fee being payable by the State for such access.
18. The Customer is licensed to access the LANDATA® System in order to make the LANDATA® System available to its Users for online searches. The Customer must not use the Licensed Material to prepare, update or verify mailing lists, list brokering or to assist in direct marketing or promotions.
19. The Customer must not provide access to the Land Index to any person who has not executed a deed in the form of Schedule 5 of the Licence Agreement and upon becoming aware that a User who, having executed the deed, has used Land Index information for other than the Authorised Purpose, the Customer must immediately prevent that User's access to the Land Index. The Customer must maintain such executed deeds until at least 7 years after termination or expiration of the Licence Agreement. The Customer must provide the signed copy of the deeds to the Licensee or the State upon and as requested by the Licensee or the State.
20. The Customer must establish and maintain a record of all persons 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 Customer must provide such records to the Licensee or the State upon and as requested by the Licensee or the State and within a reasonable time of a request being made. Such records must be maintained until at least 7 years after termination or expiration of the Licence Agreement.
21. The Customer must ensure that the text below is included as appropriate in any Licensed Material provided to Users:
 - (a) Where the Land Index, dealing enquiry, pre-lodgement check, issue search, cancelled title searches, Crown Land Information, Property Transaction Alert Service notices or other information is made available by the LANDATA® System other than Title Search Data the following shall be included prominently at or near the commencement of the display of the information:

© State of Victoria. This publication is copyright and includes confidential information. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) or pursuant to a written agreement.

The State of Victoria does not warrant the accuracy or completeness of information in this publication 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.
 - (b) Where Title Search Data is made available the following shall be included prominently at or near the commencement of the display of the information:

This publication is protected by copyright. The State of Victoria and each of its licensors (as applicable) respectively owns its copyright in this publication. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.
 - (c) Where survey report information is made available the following shall be included prominently at or near the commencement of the display of this information:

The State of Victoria does not warrant the accuracy or completeness of information in this publication 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.

22. The Customer is not authorised to provide the Licensed Material to an Ad-hoc Customer.

Definitions and Interpretation

23. The following definitions apply:

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:

- (a) dealings with interests in land authorised by Law;
- (b) a purpose directly related to such dealing (such as preparing and providing vendor statements as required by Law) 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, data analysis or data mining (whether through manual analysis or automated "big-data" type analysis), direct marketing, compilation, updating or verification of mailing lists, list brokering of the Licensed Material or any related purpose except to the extent that such activity is required by Law (including any obligation under a court order);

Crown Land 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 of properties located in the State of Victoria maintained by the State;

LANDATA® System means the computerised system operated by or on behalf of or under licence from 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, 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;

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 Licence Agreement;

Licensed Material means the material identified in Schedule 1 of the Licence 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:

- (a) for specified folios of the Register – notice of lodgement of dealing(s);
- (b) for specified unregistered plans of subdivision – notice of the lodgement of the plan or other dealing(s) affecting the plan; and
- (c) 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 is 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 in accordance with clause 12.1 of the Licence Agreement to have access to and the right to re-supply access to the LANDATA® System to Users;

User Agreement means an agreement between a Third Party and a User entered into in accordance with clause 12 of the Licence Agreement under which the User is granted access to the LANDATA® System by the Third Party.