

END USER AGREEMENT

InterPrac Ltd is an authorised reseller of GlobalX Legal Solutions Pty Ltd. By executing and submitting this Order Form to GlobalX Legal Solutions Pty Ltd ABN 35 099 032 596 of Cathedral Square West Tower, Level 6, 410 Ann Street, Brisbane QLD 4000 ("GlobalX"), the Customer named in this Order Form makes an offer to GlobalX, via the reseller, for the supply by GlobalX of the Service or Software Product Licence specified in this Order Form on the Terms and Conditions set out in this Order Form and the attached Terms and Conditions. An Agreement is formed from the time of acceptance of the offer by GlobalX. The Schedules and Terms and Conditions annexed to this Order Form form part of the Agreement.

DETAILS

USER ID:

SCHEDULE:

Section 1 - TERM

Commencement Date: / /
(DD / MM / YYYY)

Type of Service: New Customer Existing Customer Order Variation

Section 2A - CUSTOMER

Customer Name:

Trading Name: ABN:

Street Address:

Suburb: State: Postcode:

Postal Address:

Telephone: Facsimile:

Section 2B - CUSTOMER PRINCIPAL CONTACT DETAILS

Name:

Title: Email:

Direct Phone: Mobile:

Section 3 - PRODUCTS & SERVICES

GLOBALX LEGAL SOLUTIONS

- Matter Centre *(No. of users)* Search Manual Services Customer Website
- EDR Online *(EDR Client no.)*
- LANDATA® Victoria - Title Searching *(LANDATA® Deed Schedule 8)* LANDATA® Victoria - Index Searching *(LANDATA® Deed Schedule 6)*

PEXA REGISTRATION

The Customer is a current Subscriber to PEXA Yes No

If no, commence PEXA Registration on the Customer's behalf Yes No

I agree to nominate GlobalX as the Customer's PEXA Sponsor Yes No

Section 4 - PAYMENT

Payment Method: *(See Attached Schedule 2 for details)*

Credit Card * Cheque

Direct Debit EFT

*All credit card payments incur a surcharge.

Security Information**Section 5 - OFFER**

Signature of Customer's Authorised Representative
 The Customer's authorised representative warrants that he/she has the authority to commit the Customer to this Agreement.

Signature:

Full Name (Please Print):

Title:

Date: / /
DD MM YYYY

ACCEPTANCE

Signature of InterPrac Ltd's Authorised Representative
 The InterPrac Ltd's authorised representative warrants that he/she has the authority to commit GlobalX to this Agreement.

Signature:

Full Name (Please Print):

Title:

Date: / /
DD MM YYYY

It is Agreed as follows:

1) DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

Act of Default means

(a) any breach of this Agreement including a default in payment of any Charges or unauthorised disclosure of the Security Information; and

(b) where the Customer suffers an Insolvency Event or has an administrator, liquidator or receiver appointed or enters into any composition with or scheme of arrangement for the benefit of the Customer's creditors.

Agent means any legal entity acting on behalf of another.

ASIC means the Australian Securities and Investments Commission.

ASIC Register means the registers which ASIC maintains, from time to time, pursuant to Legislation.

ASIC System means ASIC's computer systems including all hardware and software, used to interface with the Information Broker System.

Business Hours means 7am – 7pm Monday to Friday in Brisbane excluding national public holidays.

Charges means the charges calculated in accordance with the relevant Price List in respect of Services and Software Product provided to the Customer by a Service Provider pursuant to this Agreement including fees connected with the use of the Service or the Software Product.

Confidential Information means all trade secrets, ideas, know-how, concepts and information whether in writing or otherwise relating to the Software Product or the business, marketing or promotional affairs of GlobalX or Search ESS The Confidential Information includes:

(a) Customer registration codes and passwords;

(b) Price information and lists;

(c) Manuals;

(d) Software and software Updates including source code; and

(e) SQL scripts written by GlobalX for the purposes of operating the Software Product or providing the Service.

Content means the information made available to the Customer through a Service.

Content Services means the provision of information (including any and all search results and Property Certificates from any Information Provider) that are provided to the Customer directly or through a Software Product.

Customer means the party named in

the Information Schedule (and if more than one, all of them jointly and severally) who has accepted this Agreement by physically or electronically signing and returning to GlobalX, via InterPrac Ltd, a hard or electronic copy of it or selecting the "I Accept" (or similar) button on any GlobalX Website.

Default Interest Rate means the higher of:

(a) 13 percent p.a.; and

(b) the percentage (or maximum percentage) stated by the Reserve Bank of Australia as the "Cash Rate Target" plus a further five percentage points (i.e. the Reserve Bank of Australia Cash Rate Target + 5% p.a.).

Direct Marketing means one to one marketing using personal details (e.g. name, address, email address), normally supported by a database, which uses one or more forms of advertising media to effect a measurable response or transaction from a person (including a corporation or organisation), and includes, telemarketing, bulk email messaging (whether or not spam), postal canvassing and list brokering.

GlobalX means GlobalX Legal Solutions Pty Ltd ACN 099 032 596 of Cathedral Square West Tower, Level 6, 410 Ann Street, Brisbane Qld 4000.

GlobalX Group means GlobalX Information Pty Ltd ACN 073 436 414 and its subsidiaries from time to time including GlobalX.

GlobalX Website includes any website of any entity in the GlobalX Group or "Powered by GlobalX" being a white labelled version of a GlobalX website used by InterPrac Ltd.

GST means Goods and Services Tax within the meaning of the Goods and Services Tax Act 1999 (Cth).

Information Broker means the GlobalX Group.

Information Broker System means the Information Broker's computer system, including all hardware and software engaged in ordering, receipt, storage, or transmission or Search Extracts from the ASIC System.

Information Provider means an entity (whether government or private) whose information the Service Provider may from time to time provide.

Information Provider Information means information provided by an Information Provider, whether in electronic or hard copy format, that may be accessed by a Customer.

Insolvency Event means any of the following events in respect of the Customer (and if the Customer is more than one person or entity, then any of them):

(a) a bankruptcy or winding-up proceeding is made to the relevant court;

(b) an order is made or a resolution is passed to wind up;

(c) an external administrator is appointed; or

(d) a sequestration order is made for the Customer to be declared bankrupt.

Intellectual Property means all intellectual and industrial property including but not limited to copyright, patents, registered and unregistered trademarks, registered designs, trade secrets or know how.

InterPrac Ltd means InterPrac Ltd ABN 14 096 781 976 of Level 3, 29-33 Palmerston Crescent South Melbourne VIC 3004.

Legislation includes regulation (by any level of government).

Manual Services means the bureau manual searching services, property settlement services, manual filing of documents and other physical services delivered by GlobalX or a member of the GlobalX Group to the Customer.

Order Form means the form(s) prescribed by InterPrac Ltd and/or GlobalX to place an order for a Service or a Software Product (whether as part of an online session or a separate Order Form, paper or electronic).

Personal Information means personal information as defined in the Privacy Laws and other information to which laws relating to privacy apply contained in Information Provider Information. Personal Information includes information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

PEXA means Property Exchange Australia Limited ABN 92 140 677 792.

PEXA Platform means the electronic lodgement network developed by Property Exchange Australia Limited ABN 92 140 677 792 and marketed under the trade mark PEXA.

Privacy Laws means all Legislation in relation to privacy and without limitation includes the Privacy Act 1988 (Cth) and the Australian Privacy Principles, the Spam Act 2003 (Cth) and the Do Not Call Register Act 2006 (Cth).

Property Certificates means both instantly available and off line conveyancing certificates including but not limited to land tax, roads and heritage certificates and searches.

Search Extract means the information, data, copy of document image (docimage) or document extract, including ASIC Registers, that are accessible by the Information Broker through the ASIC System, or as otherwise notified by ASIC.

Security means the items (if any)

referred to in the Information Schedule.

Security Information means the Customer's log-in details, usernames, private keys or passwords or other access controls provided to the Customer or User to access the Service or Software Products.

Service means:

• Content Services;

• Manual Services; and

• Any and all other discrete services provided under this Agreement

Software Licence means the licence of the Customer to use the Software Product in accordance with the terms of this Agreement (see clause 6) and may include the Matter Centre Software Licence.

Software Product means GlobalX Group proprietary software systems and system interfaces, limitation, Intelli-Link, Matter Centre and PEXA Platform, that are licensed to the Customer for its use under the terms of this Agreement including service packs and Updates.

Software Licence Commencement Date is the commencement date set out in the Information Schedule

Software Product Licensor means the owner or licensor of the non-proprietary Software Products of GlobalX.

Test Database means a replica of the ASIC System which operates outside ASIC's live or production environment.

Update includes patch, enhancement or upgrade.

1.2 Interpretation

In this Agreement:

(a) headings are for convenience and do not affect interpretation;

(b) the singular includes the plural and vice versa;

(c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(d) a reference to a party includes its executors, administrators, successors and permitted assigns;

(e) words and expressions denoting natural persons include bodies corporate, partnerships, associations, governments and governmental authorities and agencies and vice versa;

(f) a reference to any Legislation, statutory instrument or regulation shall be construed in accordance with the Acts Interpretation Act 1901 and the equivalent State Legislation, as applicable;

(g) the words "include", "includes" and "including" are not words of limitation; and

(h) references to Legislation means that Legislation as amended from time to time including any replacement

2 ACCESS TO SERVICE

2.1 Non-exclusive Licence to Access

InterPrac Ltd and GlobalX grant to the Customer a non-exclusive right to access the Service subject to:

- (a) the terms and conditions of the Agreement;
- (b) the Customer's continuing adherence to the operating instructions displayed on the electronic platform for the Service from time to time; and
- (c) any reasonable requirement notified to the Customer by the Service Provider from time to time.

2.2 Order (offer) and Acceptance

(a) A Customer may order Services by placing an online order on or through the GlobalX Website (Order Form) and in relation to ordering the Customer agrees that:

(i) by placing an online order on the GlobalX Website, the Customer is offering to purchase the Service from the Service Provider in accordance with this Agreement;

(ii) the Service Provider may accept the Customer's offer by delivering the Content to the Customer or undertaking the Service. The Service Provider will not be obliged to accept the Customer's offer even if the Customer has pre-paid for the Service. The Service Provider may reject the Customer's offer by refunding to the Customer any payment made by the Customer; and

(iii) Content ordered by the Customer will be delivered to the Customer at the email address nominated by the Customer on an Order Form or delivered via Intelli-Doc or in such other manner as may be agreed to between the Customer and the Service Provider (including through a Software Product).

(b) In addition to the methods described in clause 2.2(a), a Customer may order Manual Services or other services by submitting a request to GlobalX using an electronic or hard copy Order Form supplied by GlobalX. GlobalX will notify the Customer within a reasonable period of time if the request for Manual Services or other services is not accepted. If the request is accepted, GlobalX will communicate acceptance by acting in accordance with the Customer's instructions.

3 ADDITIONAL PROVISIONS FOR CONTENT SERVICES

3.1 Agency

The Customer hereby appoints InterPrac Ltd as its agent for the sole purpose of ordering and obtaining any Property Certificate that:

- (a) the Customer orders pursuant to this agreement; and
- (b) is exempt from GST.

3.2 Victoria Landata

If the Customer wishes to access Information Provider Information from Victoria Landata® the Customer must first duly execute the documents required from time to time by Victoria Landata® and GlobalX and deliver the original signed documents to GlobalX. (All pages must be received (in originally signed form), not just the signature page.) If at any time Victoria Landata® or GlobalX require that any additional or amended documents be signed by the Customer so as to allow the Customer to access Information Provider Information from Victoria Landata® the Customer must duly execute the amended or additional documents and deliver the original signed amended or additional documents to GlobalX before further access is permitted. The Customer agrees to strictly observe the terms of any documents it signs pursuant to this clause.

4 ADDITIONAL PROVISIONS FOR MANUAL SERVICES

4.1 Manual Services

(a) GlobalX will be entitled to be reimbursed for any out of pocket expenses (including GST) incurred by it in connection with the provision of the Manual Services (including filing fees, court fees, requisition fees, search fees and other expenses). These expenses will usually be invoiced to the Customer at the time of invoicing the Charges.

(b) The Customer acknowledges that GlobalX is solely responsible for controlling the manner in which it provides the Manual Services.

(c) The Customer acknowledges that GlobalX will attend a property settlement at the time and location specified by the Customer in the settlement booking. GlobalX will notify the Customer's office if they anticipate arriving at the settlement location more than ten minutes after the specified settlement time. GlobalX will not settle a matter prior to the specified settlement time without the express written or verbal consent of the Customer.

(d) GlobalX will notify the Customer within 30 minutes of the specified settlement time regarding the progress of settlement – either confirmation that settlement has been completed or advice as to the status of the settlement.

(e) The Customer acknowledges that if GlobalX is requested to conduct a final title search on behalf of the Customer, the following protocol will be followed:

- (i) If conducting a final title search for a lot in a Strata Plan, GlobalX will not conduct a final title search on the Common Property unless specifically requested;
- (ii) For settlements prior to 1pm GlobalX will conduct the final title search by 10.30am on the day of settlement; and

(iii) For settlements after 1pm GlobalX will conduct the final title search by 1.00pm on the day of settlement.

(f) The Customer acknowledges that all final title searches conducted by the Customer must be provided to GlobalX by 10.30am for settlements prior to 1:00pm, and by 12:30pm for settlements after 1.00pm. If the final title search is not received by this time, the Customer consents to GlobalX conducting the final title search on the Customer's behalf and this search will be invoiced to the Customer at the time of invoicing the Charges.

(g) The only checks that GlobalX will make of the final title search, when it is conducted by GlobalX, are:

- (i) that the Registered Owner is consistent with the Transferor/ Mortgagee;
- (ii) that Mortgages on title are consistent with instructions;
- (iii) that no caveat (not recorded in instructions) has been recorded on title;

(iv) Only if GlobalX has lodged the Settlement Notice or Priority Notice (or such other equivalent Notice), that the Dealing Number of the Notice corresponds with the Dealing Number on the Registration Confirmation Statement (at time of its lodgement) and otherwise as instructed in writing by the Customer by 10:30am on the morning of settlement for settlements up to 1:00pm and otherwise by 12:30pm for settlements after 1:00pm.

(h) The Customer acknowledges that any secondary actions after settlement will be completed by close of business on the day of settlement unless expressly instructed otherwise.

(i) GlobalX will only release cheques to parties following settlement if expressly instructed. The Customer acknowledges that GlobalX will require photographic identification of the party collecting the cheque.

(j) GlobalX will only provide written undertakings on behalf of the Customer if express authority is given by the Customer to do so.

(k) GlobalX will return all settlement documents and cheques by the normal method for each Customer (electronically DX, Post or Secure Collection TM). All settlement documents returned via post will be sent Express Post unless expressly requested otherwise, with the appropriate fee charged to the Customer's account.

5 PEXA PLATFORM

5.1 Application of Part 5

This Part 5 only applies if the Customer has nominated GlobalX as the Customer's PEXA sponsor.

5.2 Access to PEXA Platform

(a) The Customer warrants that it has executed a Participation Agreement

(being an agreement entered into between PEXA and the Customer under which the Customer is authorised to use the PEXA Platform to perform conveyancing transactions).

(b) For the avoidance of doubt, this Agreement does not supersede the Participation Agreement made between the Customer and PEXA and the terms set out in the Participation Agreement are in addition to the terms set out in this Agreement in respect of the Customer's access to and use of the PEXA Platform.

5.3 Changes to PEXA Platform

The Customer acknowledges:

(a) that the scope and content of the PEXA Platform may change from time to time;

(b) that GlobalX may be required to modify its systems, security and access without notice to accommodate such changes made to the PEXA Platform; and

(c) and agrees that GlobalX shall not be responsible for or accept any liability for any cost, loss or damage resultant from such modifications to its systems or the PEXA Platform (including with respect to any period of unavailability of access due to the modifications).

5.4 PEXA Availability

(a) In the event that GlobalX's systems are unavailable for the Customer to access the PEXA Platform, the Customer acknowledges that it may still complete conveyancing transactions by accessing the PEXA Platform through the internet at www.pexa.com.au (or at such other domain name as notified by PEXA from time to time).

(b) GlobalX will endeavour to provide notice to Customers of any proposed changes to be made by PEXA to the PEXA Platform.

5.5 PEXA Refusal of access

GlobalX may refuse access by the Customer to the PEXA Platform if GlobalX has been advised by PEXA that PEXA has made a determination that the Customer is in breach of the provisions governing access to and use of PEXA Platform.

6 MATTER CENTRE AND OTHER SOFTWARE PRODUCTS

6.1 Ordering a Software Product Licence

(a) A Customer may order a Software Product Licence by completing, executing and submitting to this Agreement to GlobalX. This action constitutes an offer by the Customer.

(b) GlobalX may accept the order (offer) by notice in writing to the Customer or may refuse the order for any reason without being required to provide a reason for such refusal to the Customer. Acceptance will be by way of GlobalX signing this Agreement and communicating acceptance to the

Customer.

6.2 Supply of Software Product

The Customer must provide GlobalX with all information and assistance and accessories reasonably required by GlobalX to enable it to supply the Software Product to the Customer.

6.3 Licensing

(a) Subject to acceptance of the offer referred to in clause 6.1 by GlobalX, GlobalX licenses the Customer to use the Software Product on the terms and conditions contained in this Agreement.

(b) For the avoidance of doubt, provision of a Software Licence under this Agreement does not impose any obligations upon GlobalX (such as requiring the provision of service packs, Updates, enhancements or upgrades to the Software Product) other than those obligations expressly provided under this Agreement.

(c) The Software Licence, during its term, extends to any modification supplied by GlobalX from time to time, and to any service pack, Update, enhancement or upgrade supplied by GlobalX from time to time for which the Customer has paid the relevant Charges (if applicable).

(d) The Customer agrees that:

(i) the Software Licence granted to the Customer is limited to use by the number of licences stated on the Order Form (unless modified by agreement in writing between the parties) and to any other limitation specified in this Agreement and the Customer undertakes that it and its personnel will adhere to these limitations at all times;

(ii) the Software Licence is non transferable and non-exclusive;

(iii) Aiding, assisting or allowing any person who is not a party to this Agreement to use the Software Product is strictly prohibited and the Customer undertakes that it will not engage in such unlicensed use and will use its best endeavours to prevent such unlicensed use or access to the Software Product;

(iv) it will not resell, loan or licence the Software Product to any other person without the prior written consent of GlobalX;

(v) it will use the Software Product only at the site(s) specified in this Agreement or as otherwise approved in writing by GlobalX;

(vi) it will use the Software Product only on equipment, hardware, systems and operating environments controlled by the Customer and approved by GlobalX (such approval not to be unreasonably withheld) for the Software Product, in accordance with operating procedures approved by GlobalX;

(vii) it will use the Software Product only for the purposes for which it is designed and only for its own lawful business purposes;

(viii) it will not use the Software Product for any personal, domestic or household

purpose; and

(ix) it may copy the Software Product for the purpose of backup and security only.

6.4 Matter Centre Software Licence

If a Matter Centre Software Licence has been granted to the Customer:

(a) website and hosting services remain free for the duration of the Customer's Matter Centre Software Licence;

(b) there is no requirement to renew of the Matter Centre Software Licence;

(c) charges apply to maintain the Matter Centre Software Licence. If a minimum of \$20.00 (ex: GST) per user per month is not spent on Content Services each month, then the Customer will be charged \$20.00 per user per month;

(d) the minimum of \$20.00 (ex GST) per user is aggregated to the Customer level, so that if for example a Customer has 3 users, and 1 user spend \$100.00 and the other users 2 spend nothing, the firm will qualify for the minimum spend and no additional charges will apply;

(e) the Customer is liable for the charges from the Software Licence Commencement Date through to the termination date;

(f) should the Customer request to terminate the Matter Centre Software Licence, the Customer agrees to provide written notification, nominating the termination date. The software authorisation keys shall be revoked effective on the termination date; and

(g) for the avoidance of doubt, revoking a Matter Centre Software Licence will remove the Customer's ability to log into Matter Centre and to access any data in Matter Centre effective from the Customer's nominated termination date.

6.5 Customer Website created by GlobalX

(a) Customers with a Matter Centre Software Licence are offered a website created by GlobalX.

(b) The Customer will own the domain name of the website referred to in clause 6.5(a).

(c) GlobalX will supply up to 2 hours (logged at 30 minute intervals) of web setup services to set up the Customer's Matter Centre website. These services include the provision of stock imagery and customisation of a selected Wordpress template, to provide a basic business website.

(d) Additional services for set up, maintenance or updates to the Customer's Matter Centre website can be purchased from GlobalX in 30 minute intervals for \$180 per hour plus GST.

(e) The Customer will receive access to the Customer's Matter Centre website – including facilities to login and edit basic content via the Wordpress CMS upon request.

(f) Any update made by the Customer via their login is at the Customer's risk; any work to remedy errors caused by the Customer will be charged at GlobalX's then standard rates.

(g) If the Customer terminates the Customer's Matter Centre Software Licence, GlobalX will cease to support the Customer's Matter Centre website.

(h) The Customer's Matter Centre website must maintain a link to OzConveyancers.com.au and globalx.com.au.

6.6 Licensing Restrictions

The Customer:

(a) must not tamper with, modify, disassemble, reverse-engineer or do anything to any code or database structure of the Software Product, without obtaining prior written consent from GlobalX;

(b) must not provide access to any code or database structure of the Software Product to any third party, without obtaining prior written consent from GlobalX;

(c) must not engage any third party, for the purposes of integrating any other third party software application with the Software Product, without obtaining prior written consent from GlobalX;

(d) acknowledges that GlobalX may, without being required to provide notice to the Customer, remove any modifications, integrations or any other changes that are not supplied by GlobalX but that are made to the Software Product by the Customer or any person instructed by the Customer to make such modification, integration or change;

(e) must not do anything with the Software Product which is inconsistent with or beyond the scope of the rights expressly granted in this Agreement;

(f) must not transfer or sub-license the Software Product, in whole or in part, without the prior written consent of GlobalX;

(g) must not split a Software Licence if the Customer's business is divided into two or more separate entities or changes as a result of ownership or corporate entity changes, insolvency or appointment of an administrator.

6.7 Third Party Assistance

Should the Customer choose to engage the assistance of any external IT services to assist the Customer in any way with the Software Product, this will be at the Customer's expense.

6.8 Third Party Software

(a) GlobalX may use and integrate third party components into a Software Product from time to time. All software from other manufacturers is subject to the licensing terms and conditions of that third party supplier. The Customer agrees to comply with all terms and conditions associated with the use and distribution of the third party supplier.

GlobalX is not obliged to change the Software Product due to third party changes.

(b) GlobalX makes no representation, warranty or guarantee whatsoever in relation to the third party products or services and GlobalX assumes no liability whatsoever in relation to the third party products and services being upgraded.

(c) If GlobalX chooses to change a Software Product in line with third party changes, GlobalX may take a reasonable time to develop and test these changes appropriately prior to the release to market.

(d) GlobalX reserves the right to change preferred third party supplier interfaces without notice to ensure the best long term viability of its products and services and the Customer accepts that GlobalX may need to implement Software Product Updates to accommodate these changes.

6.9 Customisation Requests

(a) GlobalX is not obliged to undertake any paid customisation requests. GlobalX may choose to undertake a paid customisation request at its absolute discretion, and then on terms and prices as agreed in writing between the parties.

(b) GlobalX owns all customisations in all respects, notwithstanding that a Customer may have requested and paid for the specific customisation from GlobalX.

(c) GlobalX reserves the right to include a customisation requested and paid by a Customer into its standard range of products and services for all other Customers.

(d) GlobalX may at its sole discretion endeavour to meet client preferences in respect of the Software Product Upgrades (based upon the availability of GlobalX resources, schedules and other work) but will not be liable for any loss or damage arising from any delays arising for any reason.

6.10 Delivery, Installation and Scheduling of the Software Product

(a) Provided that the Customer has met its obligations under this Agreement, GlobalX must deliver the Software Product to the site(s) specified in this Agreement.

(b) If an installation schedule is not agreed between the Customer and GlobalX within 90 days of the acceptance by GlobalX of the Customer's order for the Software Product, or if installation is postponed at the request of the Customer for 30 days or more, then GlobalX may terminate this Agreement by notice in writing to the Customer.

6.11 Specific Reservations

(a) The Customer acknowledges that the Software Product and the forms and precedents ("Precedents") in it is general information only and that GlobalX gives no warranty or representation as to

the suitability or accuracy of specific precedents, or that the precedents are complete, error free or up-to-date.

(b) The Customer acknowledges that GlobalX gives no warranty or representation that any information provided through any Software Product is complete, accurate or up-to-date.

(c) GlobalX may periodically announce scheduled release dates for a Software Product but accepts no responsibility for any delays or failure to comply with a scheduled delivery date.

6.12 Software Support

Software Support service does not extend to remedying any problem to the extent that the problem is caused by:

(a) misuse of the supported Software Product by the Customer or anyone else;

(b) work on the Software Product and systems provided by anyone else other than for GlobalX;

(c) a fault in the equipment, hardware, systems or operating environment on which the Software Product is used or in operating software or equipment other than specified by GlobalX;

(d) configuration problems in relation to any equipment, systems or operating environment used with the Software Product;

(e) employment of equipment, hardware, systems or operating environment not expressly approved by GlobalX;

(f) insufficiently trained staff of the Customers using the Software Product;

(g) the use of other software in conjunction with the supported Software Product, or any failure by the Customer to meet an obligation under this Agreement;

(h) failure of the Customer to install the latest service pack or Update issued by GlobalX from time to time; or

(i) problems caused by customised software or interoperability between the customised/third party software and GlobalX software.

(j) GlobalX shall not be liable for any losses incurred by the Customer as a result of any such problems or the refusal of GlobalX to rectify any such problems. GlobalX may, at its sole discretion, endeavour to remedy any such problem for an additional charge.

6.13 Modifying Third Party Software

If the Customer requests GlobalX to modify any third party software and GlobalX agrees to do so, it is the Customer's responsibility to obtain any consent required from that third party for GlobalX to modify the software and for the Customer to use the modified software, unless GlobalX agrees otherwise in writing.

6.14 GlobalX's Warranties Specific to the Software Product

(a) GlobalX provides no warranty on hardware, software or components from other third party suppliers. Any warranty on any product from a third party supplier is the warranty of that third party supplier.

(b) The Customer acknowledges that GlobalX does not make any representations or warranties that the Software Product is bug or error free but subject to this limitation GlobalX does warrant that the Software Product it develops will operate predominantly in accordance with any documentation supplied by GlobalX with the Software Product, as long as the Customer:

(i) uses the software on equipment and the operating environment approved in writing by GlobalX;

(ii) uses the Software Product in accordance with the documentation provided by GlobalX from time to time;

(iii) uses personnel that have received appropriate training or instruction by attending related GlobalX training courses or product events;

(iv) installs all service packs and Updates provided by GlobalX from time to time; and

(v) otherwise complies with its obligations under this Agreement (which have to do with the operation of the Software Product).

(c) If the Customer gives GlobalX notice that it believes the Software Product cannot be used in accordance with that documentation in a material respect, the Customer must provide GlobalX with a documented example of the error and a listing of output and any other data GlobalX requires to reproduce the operating conditions in which the error occurred. GlobalX must then:

(i) investigate the matter as soon as is reasonably practicable and determine whether or not there is an error in the Software Product causing that effect; and

(ii) if it is an error which has a material effect on the use of the Software Product, correct or provide a work around for that error without additional charge to the Customer; or

(iii) if GlobalX determines there is no such error, inform the Customer in which event GlobalX is not obliged to take any further steps in relation to the purported error.

6.15 Other Services Outside Scope of GlobalX Warranty

GlobalX is not obliged under its warranty to investigate or remedy any problem to the extent that it is caused by misuse of the Software Product by the Customer or anyone other person external to GlobalX, a fault in the equipment or operating environment on which the Software Product is used, the configuration of such equipment or operating environment, an error in the use of, or the use of other software used in conjunction with the Software

Product, or any failure by the Customer to meet an obligation under this Agreement. GlobalX may endeavour to investigate or remedy any such problem for an additional charge.

6.16 At the end of the Software Licence

(a) At the end of the Software Licence, whether due to effusion of time or termination (for any reason), the Customer must return the Software Product and delete all copies from the Customer's systems.

(b) If the Customer fails to return the Software Product and delete all copies from the Customer's systems and provide reasonable evidence to GlobalX (on request) that it has done so, or if GlobalX reasonably suspects that the Customer still has copies of the Software Product, then GlobalX may withhold any passwords, keys or Security Information to reactivate the Software Product. And the Customer must permit GlobalX to enter the Customer's premises (with reasonable notice and at reasonable times) and remove and delete such copies of the Software Product.

7 ADDITION PROVISIONS IN RELATION TO THE SERVICE

7.1 Access To Software Product

Access to the Software Product or to the Service may be by Security Information.

7.2 No Disclosure of Security Information

The Customer agrees not to disclose the Security Information to any other person, corporation, entity or organisation.

7.3 Customer liable for Charges

The Customer is liable for all Charges resulting from the use of the Software Product or Service through the Customer's Security Information whether such use of the Software Product or Service was authorised by the Customer or not. The Customer must immediately inform the Service Provider of loss of Security Information or any unauthorised access to or misuse of the Service.

7.4 Deactivation of Security Information

GlobalX will deactivate the Customer's Security Information within two (2) Business Hours of an emailed request to helpdesk@globalx.com.au.

7.5 Password Changes

The Service Provider reserves the right to enforce user name and password changes as required for security, confidentiality and other legal compliance.

7.6 Subcontracting by Service Provider

Where a Service or Software Product is provided to a Customer by an entity other than a Service Provider, the

relevant Service Provider subcontracts the subcontractor to provide the Service or Software Product to the Customer on behalf of the Service Provider.

7.7 No Legal Advice

The Customer acknowledges that no Service Provider purports to give legal advice through the provision of the Services or Software Products.

7.8 Assistance with the Service

GlobalX will provide the Customer with assistance (within Business Hours) through its Help Desk in order to assist the Customer with any enquiries about the Service.

7.9 No Warranty re Information Provider Information

The Customer acknowledges that InterPrac Ltd and GlobalX give no warranty or representation that any Information Provider Information or Content provided through any Information Provider is complete, accurate or up-to-date.

7.10 Limitations to Access to Service

(a) GlobalX will use its best endeavours to provide access to the GlobalX electronic platform for the Service during Business Hours but will not be liable for any loss or damage sustained by the Customer caused by the failure of GlobalX to provide access to the electronic platform for the Service during Business Hours.

(b) In respect of its use of the Service, the Customer acknowledges that:

(i) the Customer's access to the Service may be limited to the hours of access provided by Information Providers. These hours will be notified on the electronic platform for the Service; and

(ii) access to the Service or particular Content provided through the Service may from time to time be unavailable due to circumstances beyond the control of GlobalX, in which case GlobalX or any Service Provider shall not be liable for any loss or damage sustained by the Customer caused by the unavailability of the Content or the Service.

7.11 Content not to be Reproduced

The Customer agrees not to reproduce, retransmit, redistribute, disseminate, sell, publish or circulate any Content obtained through the Service to any other person other than:

(a) Content used in the course of the Customer's usual business (including but not limited to a Customer law firm providing the results of searches to their client, the other party or financiers to a transaction); or

(b) if the Customer is an authorised reseller, to its end user customers.

7.12 Document Repository Service

The Service Provider may offer a document repository service on the electronic platform for the Service.

The Customer acknowledges that on expiration or termination of this Agreement for any reason, access to the historical documents stored on the document repository will be immediately irrevocably relinquished.

7.13 Information provided by Customer

The Customer must provide the Service Provider with all information and assistance and accessories reasonably required by the Service Provider to enable it to supply the Service to the Customer. The Customer warrants that it is responsible for the accuracy, completeness and currency of the information submitted to InterPrac Ltd, GlobalX and any Information Provider through the use of the Service or Software Product. If inaccurate, incomplete or non-current information is supplied by the Customer, then InterPrac Ltd and GlobalX (or any member of the GlobalX Group) will not be liable for any loss or damage (including consequential loss or damage, which includes, without limitation, loss of profits, business, revenue or data) arising from the use of the Service or Software Product.

7.14 Customer's Representative

The Customer must:

- (a) appoint a suitably qualified and informed representative in the Customer's organisation to accompany and assist InterPrac Ltd and GlobalX personnel to supply the Services and Software Products under this Agreement and immediately inform InterPrac Ltd and GlobalX if the Customer's representative changes;
- (b) prior to its commencement of use of the Service or the Software Product, purchase or otherwise arrange (at its own expense) such equipment, hardware, systems and operating environments at least to the minimum standards as are prescribed by GlobalX from time to time as necessary to access, operate, install or host the Service and the Software Product;
- (c) provide suitably qualified and trained personnel to implement and operate the Software Products and use the Services under this Agreement;
- (d) ensure that an up-to-date back up or copy of all important data and software used in the Customer's business exists prior to the installation of any Software Product and the provision of any Services;
- (e) continue to maintain an up-to-date back-up or copy of all important data used in the Customer's business; and
- (e) take reasonable steps to ensure that any third party service providers (that are retained at the direction of the Customer) are fully qualified, experienced and have a sufficient understanding of the Software Product and its environments.

8 VARIATION OF TERMS

8.1 Variation of Terms

GlobalX may change the provisions of this Agreement at its absolute discretion from time to time:

(a) in respect of provisions of this Agreement that relate to the provision of Services, on not less than 30 days written notice by GlobalX to the Customer (or such shorter period requested by an Information Provider); and

(b) in respect of provisions of this Agreement that relate to the Software Licence, by written notice by GlobalX to the Customer at least 30 days prior to the renewal date of the Software Licence (and if there is more than one Software Licence and they have different renewal dates, at least 30 days prior to at least one half of those licences), and the Customer acknowledges that there is only one End User Agreement but there is likely to be multiple Order Forms.

9 CHARGES

9.1 Charges

The Customer must pay the Charges within 14 days from the invoice date for Services (in exchange for the relevant tax invoice) for any Service or Software Product provided to the Customer by GlobalX or a Service Provider under this Agreement.

9.2 Change in Price List

A Service Provider may vary or change the Price List from time to time. The applicable Price List for a Service will be the Price List that is current at the time that the Service is provided by the Service Provider.

A Service Provider may from time to time change the price for a Service or Software Product not contemplated on the Price List or an Order Form at its absolute discretion without being required to provide notice to the Customer.

On occasions Information Providers do not provide InterPrac Ltd and GlobalX with prompt notification of the change in the fees they charge. If the Customer orders a Service and the Service Provider is of the opinion that the price for that Service does not take into account a recent price increase by an Information Provider, the Service Provider must promptly advise the Customer of the situation. The Service Provider has no obligation to perform the relevant part of the Service until the Customer agrees to pay an increase in the Charge equal to the Information Provider's price increase.

9.3 Manner of Payment

The Customer will make payment in the manner specified in this Agreement or as set out in a Price List. Subject to the previous sentence, payments must only be made by direct debit, cheque or electronic fund transfer.

9.3 Customer liable for the Charges

The Customer agrees the Customer is

personally liable for the Charges (even if the Customer has incurred such fees or charges on behalf of a third party).

The Customer will be charged for every search conducted on the GlobalX Website. No refunds will be given if the Customer is unhappy with the purchase or the result of a Customer error. The Service Provider may provide the Customer with search credits provided that, within seven (7) days of the search being conducted, the Customer notifies the Search Provider of the time, date, search type and reason for credit request. The Search Provider has an absolute discretion on whether or not to provide credits.

9.4 Interest

The Service Provider reserves the right to charge interest on any overdue Charges or other amounts payable by the Customer to the Service Provider from the date due for payment to the date of actual payment at the Default Interest Rate.

9.5 Costs of Recovery

The Customer acknowledges that the Customer is responsible for any and all expenses incurred by the Service Provider in recovering any outstanding monies from the Customer, including debt collection agency fees and legal costs on a full indemnity basis, payable on demand.

9.6 Denial of Access

If the Customer does not pay the total Charges by the due date, the Service Provider may request GlobalX (without prejudice to any of its other rights) to immediately deny the Customer access to any Service or Software Product until any such fees or amounts are paid in full. This may include suspending the Customer's Security Information.

10 INTELLECTUAL PROPERTY AND CONFIDENTIAL INFORMATION

10.1 GlobalX's warranty regarding Intellectual Property

GlobalX warrants that the GlobalX Group has all right, title and interest in the intellectual property rights reasonably necessary to enable the Customer to use the Software Products and Services (excluding third party software), provided in accordance with this Agreement from time to time.

10.2 GlobalX's ownership of Intellectual Property

GlobalX owns all intellectual property in any customisation, alteration or Update of any Software Product (even if made at the specific request of the Customer and in exchange for a fee).

10.3 Property Rights in Content

The Customer agrees:

- (a) that Content provided through the Service may be subject to copyright, intellectual property rights and other property rights of the Service Provider or another entity (including but not

limited to an Information Provider);

(b) not to do or omit to do anything which infringes these rights; and

(c) any copyright notations on Content must remain on the Content in whatever form it is re-produced by the Customer.

10.4 Customer's obligations in relation to Confidential Information

The Customer:

- (a) agrees to keep confidential the Confidential Information;
- (b) must not make public, disclose or use the Intellectual Property for any purpose other than that for which it was obtained;
- (c) must not use the Confidential Information outside of the Customer's business environment; and
- (d) must comply with any specific directions from GlobalX or any relevant Information Provider with respect to Confidential Information.

11 THIRD PARTY CONDITIONS AND INFORMATION

11.1 Customer's Acknowledgement regarding Third Party Agreements

The Customer acknowledges that:

- (a) GlobalX is a party to various agreements with third parties, including Information Providers ("Third Party Agreements") which enable the delivery of Information Provider Information and other services via the Service or Software Product;
- (b) the Third Party often require the Service Provider to impose certain terms and conditions on the users of the Content including in relation to the use and security of access to the Content;
- (c) third parties, and in particular, government departments and agencies, treat any potential breach or misuse of Content, whether by the Service Provider, the Customer or others, very seriously;
- (d) any unauthorised conduct by the Customer has the potential to cause significant detriment to GlobalX in relation to its contractual relationships with those third parties; and
- (e) a breach of this Agreement by the Customer may cause a breach by GlobalX or a member of the GlobalX Group of one or more Third Party Agreements.

11.2 Customer to comply with Information Provider's Conditions

The Customer agrees to:

- (a) read any and all deeds, terms and conditions of use of the various Information Providers (contained on the respective websites of those Information Providers), from time to time, and undertakes to adhere to these at all times; and

(b) comply with any and all conditions of Information Providers (from time to time) relating to the use of Content that is obtained through the Service (including but not limited to the prohibition on use of the Content for Direct Marketing).

11.3 Customer not Representative of Information Provider

The Customer warrants that it will not hold itself out as being part of, or a representative of, any Information Provider, InterPrac Ltd or GlobalX.

11.4 Customer to Indemnify

The Customer indemnifies, and will keep indemnified, InterPrac Ltd, GlobalX and the GlobalX Group in respect of any cost, expense, damage, loss or liability (including legal costs on a full indemnity basis) to any of them resulting from a breach by the Customer of the customer's obligations under this Part 11.

11.5 ASIC Content

In respect of any ASIC Content provided by InterPrac Ltd and/or GlobalX to the Customer, the Customer agrees that:

(a) the Search Extracts contained in the ASIC System and ASIC Registers are based on information provided to ASIC by third parties;

(b) ASIC has not verified the accuracy, currency, reliability or completeness of the Search Extracts and makes no representation or warranty as to their accuracy, currency or reliability;

(c) ASIC will have no liability to any persons for any inaccuracy, omission, defect or error in the Test Database, ASIC System or ASIC Registers; and

(d) extracts in relation to companies limited by guarantee which are registered charities with the Australian Charities and Not-for-profits Commission may not be up to date as such entities now notify changes to the Australian Charities and Not-for-profits Commission, not ASIC.

11.6 GlobalX's obligations regarding Information

Subject to this Agreement, GlobalX acknowledges that information passed to an Information Provider may be confidential and that all reasonable precautions are taken by GlobalX to ensure confidentiality.

11.7 Format of Information

The Customer acknowledges that information may be transmitted to it through a medium and in any format or form as required or specified by an Information Provider, and, as such, InterPrac Ltd and GlobalX may not have the choice as to the medium, format or form in which the information is transmitted.

12 GENERAL WARRANTIES, LIABILITY AND EXCLUSIONS FROM LIABILITY

12.1 No Warranty or Representation by Service Providers

InterPrac Ltd and GlobalX (or any member of the GlobalX Group) do not make any express or implied warranties that the Services or Software Product will:

- (a) operate error free;
- (b) be uninterrupted while in use; or
- (c) be available at any or all times.

The Customer acknowledges that InterPrac Ltd and GlobalX do not make any representations or warranties with respect to the usefulness or efficiency of any Software Product or any Service provided under this Agreement. The Customer has made its own enquiries and is satisfied with the usefulness and efficiency of the Software Product and Services.

12.2 Exclusion of Warranties

Except as otherwise expressly provided in this Agreement, all warranties, representations, promises, conditions or statements relating to the Service or Software Product, whether expressed or implied; and whether statutory or otherwise (including, without limiting generality, warranties, representations, promises, conditions and statements as to merchantability, suitability or fitness for any purpose, profitability or any other attributes or consequences or benefits to obtain from or in the course of using the Service), to the full extent permitted by law, are hereby expressly excluded.

12.3 No Liability

InterPrac Ltd and GlobalX (or any member of the GlobalX Group) shall not be liable to the Customer for any direct or indirect loss or damage in respect of anything done or omitted to be done by the Customer in reliance on information provided under this Agreement or otherwise relating to or resulting from use of the Service or Software Product, including but not limited to loss arising out of:

- (a) any inaccuracy, error or delay in, or omission from, any Services or Software Product to be delivered to the Customer;
 - (b) any delays, failures, or inaccuracies in the transmission of any Services or Software Product to the Customer;
 - (c) any delay or failure in or loss of access to the Service or Software Product; or
 - (d) any government restriction, computer viruses, computer hardware or software failure, unlawful or unauthorised access to the Service or Software Product, theft, sabotage, natural or human-caused disaster, acts of war or public enemies, strikes, force majeure and without limitation any other conditions beyond the Service Provider's control,
- and whether such loss or damage is caused by any fault or negligence on the part of the Service Provider or

otherwise.

InterPrac Ltd and GlobalX shall not be responsible for any loss, consequential or otherwise, and howsoever caused, resulting from the Customer's use of the Software Product or the Service.

GlobalX has no obligation to obtain for the Customer anything other than the Software Products or Services deliverable under this Agreement and has no liability (whether for direct, indirect or consequential loss or damage) to the Customer for, nor any obligation to remedy any problem resulting from:

- (e) any system design, configuration or integration services supplied by any party other than GlobalX;
- (f) anything being configured otherwise than in accordance with GlobalX recommendations;
- (g) use of any Software Product or Service, by the Customer or anyone else, otherwise than in accordance with the documentation supplied by GlobalX relating to that Software Product or Service;
- (h) anything done by GlobalX or anyone else at the Customer's request or direction (other than the supply of the Software Products or Services);
- (i) any goods or services (for example, any software maintenance or equipment maintenance services) supplied by anyone else;
- (j) any Software Product or Service being incompatible with any software or equipment not supplied by GlobalX;
- (k) any other person's action, inaction, or delay;
- (l) breach of any of the Customer's obligations set out in this Agreement;
- (m) Customer data not being copied or backed up;
- (n) migrating or dealing with Customer data which is corrupt prior to migration or conversion; or
- (o) dealing with data that is known to contain correctable errors and requires cleansing and correction.

12.4 No Liability in relation to Customer's IT Environment

Irrespective of the fact that GlobalX may specify minimum or recommended equipment or operating environment requirements in relation to the Software Product, GlobalX does not profess to be an expert in relation to compatibility of the Software Product and any particular equipment or equipment components, operating environment or the correct configuration of such equipment or operating environment to enable the Software Product to operate correctly. GlobalX specifically excludes any warranty that the Software Product shall operate on such minimum or recommended equipment or operating environment and therefore excludes any loss, cost, liability or damages suffered as a result of problems related

to the compatibility, performance or configuration of particular equipment or operating environment.

12.5 Limit on Liability

To the extent permissible by law, the liability of the Service Provider in contract, tort (including negligence) or otherwise relating to or resulting from use of the Service or Software Product shall in any event be limited to any one or more of the following (at the Service Provider's option):

- (a) the supply of the Service or Software Product again; and
- (b) the payment of the cost of having the Service or Software Product supplied again (being pre agreed in respect of the Software Product to be capped at the annual Software Licence usually charged by GlobalX for one (1) year).

13 INDEMNITY

13.1 The Customer agrees to fully indemnify and hold harmless InterPrac Ltd, GlobalX and every member of the GlobalX Group and their officers and employees against all expenses, losses, damages and costs incurred by or awarded against any of them arising from any claim, suit, demand, action or proceeding (including legal costs on a full indemnity basis) by any person where such loss or liability relates to or arises from the use of the Service or the Software Product by the Customer, reliance on information provided under this Agreement or was otherwise caused by any wilful, unlawful or negligent act or omission of the Customer, its employees, agents, customers or subcontractors in connection with this Agreement other than resulting from breach of this Agreement by InterPrac Ltd or GlobalX or the negligence of InterPrac Ltd or GlobalX. The indemnity will continue notwithstanding termination of this Agreement.

14 TERMINATION OF THIS AGREEMENT (IN WHOLE OR PART)

14.1 Termination of this Agreement by the Customer

(a) The Customer may terminate this Agreement by giving both InterPrac Ltd and GlobalX at least thirty (30) days advance written notice of such termination in which event:

- (i) all Charges owing by the Customer to the Service Provider are then immediately due and payable as at the date of termination; and
 - (ii) all Charges then paid by the Customer to the Service Provider (whether in the nature of prepayment or otherwise) shall be forfeited to and shall be the absolute property of the Service Provider.
- (b) The Customer is deemed to have repudiated this Agreement if any Charges owing by the Customer under

this Agreement remain unpaid for 30 days after the due date for payment, unless the Service Provider to whom the Charges are owing gives express written notice before that date suspending the operation of this clause on such terms as such Service Provider may specify.

14.2 Termination of this Agreement by Service Provider

(a) Under this clause 14, a Service Provider may at its election:

- (i) terminate this Agreement in its entirety; or
- (ii) terminate any part or parts of the Service or Software Product being supplied pursuant to this Agreement (including but not limited to the termination of provision of a specific Service or Software Product to the Customer), in which event the remainder of the Agreement will remain in force and will continue to be binding upon the Customer.

(b) A Service Provider may, by notice in writing to the Customer, immediately suspend the Customer's access to the Service or the Software Product, or any part of the Service or the Software Product if the Customer commits or is reasonably suspected by the Service Provider of committing an Act of Default;

(c) During the period of suspension, the Service Provider must elect (within a reasonable time) to either:

- (i) terminate this Agreement or any part of this Agreement with the Customer for the Customer's Act of Default; or
- (ii) restore access to the Service or Software Product on such terms that the Service Provider in its absolute discretion sees fit (including, but not limited to, the issue to the Customer of new Security Information) assuming the Act of Default has been remedied and the Service Provider is reasonably satisfied that the Act of Default will not occur again.

(d) If a Customer's access to the Service or to a Software Product is suspended pursuant to paragraph (b), the Customer must pay to GlobalX reinstatement fee in an amount determined by GlobalX in its absolute discretion prior to access to the Software Product being reinstated unless GlobalX agrees otherwise.

14.3 Effect of Termination

Termination of this Agreement will not:

- (a) release the Customer from liability in respect of any breach or non-performance of any obligation contained in this Agreement; and
- (b) affect any rights or remedies which the Service Provider may have otherwise under this Agreement or at law, and the Customer acknowledges that any indemnities given by it under any provision in this Agreement shall survive the termination of this Agreement.

15 GUARANTEE AND INDEMNITY

15.1 Application of Part 15

This Part 15 only applies if an entity is named in the Information Schedule as "Guarantor" and such entity signs this Agreement.

15.2 Guarantee

The Guarantor guarantees to InterPrac Ltd and GlobalX that the Customer will strictly perform and fulfil all of the Customer's obligations under this Agreement.

15.3 Indemnity

The Guarantor agrees to indemnify and keep indemnified both InterPrac Ltd and GlobalX in respect of all expenses, losses, damages and costs incurred by or awarded against either of them arising from or in connection with the Customer breaching the Customer's obligations under this Agreement. This indemnity will continue notwithstanding termination of this Agreement.

16 SECURITY

16.1 Application of Part 16

This Part 16 only applies if the "Security" section of the Information Schedule indicates that some type of security must be provided to a Service Provider.

16.2 Security

InterPrac Ltd and GlobalX cease to have any obligations under this Agreement until the Security is put in place to the satisfaction of InterPrac Ltd.

17 GENERAL PROVISIONS

17.1 The Customer must not transfer, assign or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of InterPrac Ltd and GlobalX.

17.2 InterPrac Ltd may assign its rights and obligations under this Agreement (or any part of it) by notice in writing to the Customer and from the date specified in the notice future obligations of InterPrac Ltd shall cease and be taken on by the assignee.

17.3 GlobalX may assign its rights and obligations under this Agreement (or any part of it) by notice in writing to the Customer and from the date specified in the notice future obligations of GlobalX shall cease and be taken on by the assignee.

17.3 GlobalX reserves the right to change its minimum hardware and software requirements without notice.

17.4 The Service Providers may sub-contract any entity to perform any of their respective obligations under this Agreement.

17.5 Notices may be given by GlobalX to the Customer by system status alerts, email, fax or mail. The Customer accepts that notices may include commercial electronic messages and that, should a Customer wish to opt out of receipt

of such messages, GlobalX requires a request in writing. Due to its contractual requirements and arrangements with third parties, GlobalX does not guarantee that such commercial electronic messages will cease.

17.6 InterPrac Ltd and GlobalX use electronic messaging to promote new services and other items considered important to customers. The Customer agrees to receive these commercial electronic messages.

17.7 This Agreement constitutes the complete understanding between the parties and no waiver or modification of this Agreement will be valid unless agreed in writing between the parties. To be clear, no other document alters this Agreement unless that is expressly stated and agreed to in writing by InterPrac Ltd and GlobalX and to the extent of any inconsistency, this Agreement will prevail.

17.8 If any clause or subclause (or part of such) of this Agreement should be held to be invalid or unenforceable in any way, the remaining clauses and subclauses of this Agreement shall remain in full force and effect and such invalid, illegal or unenforceable clause or subclause (or part of such) shall be deemed not to be part of this Agreement.

17.9 Any provision or part of a provision of this Agreement capable of having effect after termination of this Agreement shall continue following termination, including without limitation the Service Provider's security interest in the personal property it supplies to the Customer.

17.10 A failure to exercise or a delay in exercising any right, power or remedy under this Agreement will not amount to a waiver by InterPrac Ltd and/or GlobalX of their respective rights under this Agreement or at law.

17.11 Non-insistence on strict compliance with any terms of this Agreement does not amount to a waiver or variation of this Agreement or prejudice the strict enforcement of its terms. A waiver must be in writing and must expressly state that it is a waiver of a right under this Agreement.

17.12 The Customer acknowledges and agrees that, apart from any representations contained in this Agreement, it:

(a) did not rely on any representations made by InterPrac Ltd or GlobalX prior to entering into this Agreement; and

(b) was not induced to enter into this Agreement by any representations made by InterPrac Ltd or GlobalX.

17.13 Time is of the essence of this Agreement.

17.14 This Agreement is for the benefit of all entities in the GlobalX Group from time to time and its employees and directors, as if those persons are third parties pursuant to section 55 of the Property Law Act 1974.

17.15 This Agreement is governed by the laws of the State of Queensland. The parties to this Agreement submit to the non exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia in respect of any proceedings in connection with this Agreement.

PRIVACY NOTICE

InterPrac Ltd and GlobalX are committed to protecting the privacy of their customers.

GlobalX's Privacy Statement is available at www.globalx.com.au

If you require additional information please contact GlobalX's Privacy Officer:

By Email:
privacyofficer@globalx.com.au

By Phone:
1300 885 662

Or In Writing:
The Privacy Officer,
GlobalX Information Pty Ltd,
GPO Box 2746, Brisbane Qld 4001



March 2016

Deed for LANDATA[®] Conditions of Use

LANDATA[®]'s Land Index is a vital tool for the efficient operation of the conveyancing and title searching industries. It is clearly impacted by the requirements of the privacy legislation. To guard against possible misuse of the information obtained from the Land Index, a deed of use is required by LANDATA[®].

All LANDATA[®] clients and the clients of its on-line brokers who require the Land Index search functions need to enter into a deed.

You need to sign the deed to get access to the LANDATA[®] Land Index search functions, once signed return the deed to the relevant provider. The aim is to ensure that industry is able to continue to operate effectively while no inappropriate use of the facility occurs.

The signatory of the deed must be the person in the organisation who is authorised to enter into contracts on behalf of that organisation. They must also ensure that users within that organisation adhere to the conditions of the deed.

LANDATA[®] and its on-line brokers will maintain:

- a register of deeds for their respective customers;
- confidentiality of the deeds but will release details of users if required by law; and
- an audit trail of transactions for an extended period and will release details of the users of a particular search if required to do so by law, and in the case of a name search, the subject of the search.

Please consider your need for access to the LANDATA[®] Land Index search functions and review the provisions of the deed before executing.

Yours sincerely,



Anne-Maree Snelling
Manager LANDATA[®]

Privacy Statement

Any personal information about you or a third party in your correspondence will be protected under the provisions of the Privacy and Data Protection Act 2014. It will only be used or disclosed to appropriate Ministerial, Statutory Authority, or departmental staff in regard to the purpose for which it was provided, unless required or authorised by law. Inquiries about access to information about you held by the Department should be directed to the Privacy Coordinator, Department of Environment, Land, Water and Planning, PO Box 500, East Melbourne, Victoria 8002



Schedule 8 – Landata®

Conditions of Use

Effective: 6th June 2011

As of 6th June 2011 new Licensing Agreements are required to access Landata® services and will be enforced as of 30th November 2011. To access any Landata® service this agreement must be filled in and sent to GlobalX. You can fax and email to let us know it's on its way, however the original must be received by GlobalX prior to allowing access to any Landata® service. Our postal address and other contact detail information is at the signing section of this Document at the end. The full agreement must be received.

Schedule 8 Conditions for Customer Agreements and User Agreements

1. The Customer or User is prohibited from:

(a) providing the Licensed Material by way of online connection to any other party unless the Customer is also a Third Party;

(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) on selling or distributing the Licensed Material in any format unless the Customer is also a Third Party; and

(f) using the information available from the Licensed Material for other than the Authorised Purposes.

2. The Licensee (and a Third Party where appropriate) shall not provide access to the Land Index unless the Customer or User has executed a deed in the form of Schedule 5 or Schedule 6 (whichever applicable) to the Agreement.

3. The Customer or User acknowledges and agrees that:

(a) copyright in all information from the Register is owned by the State. 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 Status Information or other information made available by the LANDATA® System other than Title Search Data and any person using or relying upon such information does so on the basis that the State bears no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information; and

(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).

4. 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 data under the terms of the agreement between the Licensee and the Licensor.

5. The Customer or User consent to the collection and use of the information which is provided by the Customer or User when using the LANDATA® System for all purposes associated with the use and operation of LANDATA®, the LANDATA® System and all related administration and operations of the Licensor.

6. The Customer or User must maintain a record of all persons who are given access to the Licensed Material.

7. The Customer or User 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, but may be retained as part of the discrete record of that Enquiry. The Customer or User may only use the data stored for the purposes of the Enquiry for which it was originally made.

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

8. The Customer must ensure that all of its employees, contractors and agents who have access to the LANDATA® System shall, where such access includes access to the Licensed Material, execute a deed in the form of Schedule

7 to the Agreement. The Customer must maintain such executed deeds throughout the Term and for a period of not less than 7 years after termination or expiration of the Agreement. The Customer must provide the original or a copy (certified or otherwise as required) of the deeds to the Licensee or Licensor (as the case may be) when and as requested by the Licensee or Licensor.

9. 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.

10. The Customer is prohibited from assigning its right to sell and distribute the Licensed Material or assigning its right to provide the information by way of online connection in any way.

11. The Customer undertakes to only provide access to the Licensed Material to Users who have a current User Agreement with the Customer.

12. The Customer must ensure that the User Agreement is in a written form and contains the conditions set out in Items 1 to 8 of this Schedule.

13. The Customer and any Users may only obtain access to the Licensed Material through the Licensee's server.

14. 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 Licensor to use the Licensed Material and any Licensed Material provided to the User is sourced from the Licensee's server.

15. The Customer agrees that the Licensor may have access to the Licensed Material via the Customer's Electronic Service without any fee being payable by the Licensor for such access.

16. The Customer is licensed to access the LANDATA® System in order to make the LANDATA® System available to its Users for online searches. Without limiting the general obligations on the Customer, it is a condition of this Customer Agreement that the Customer shall not use the Licensed Material to prepare mailing lists, list brokering or to assist in direct marketing or promotions.

17. The Customer shall not provide access to the Land Index to any person who has not executed a deed in the form of Schedule 6 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 shall immediately prevent that User's access to the Land Index. The Customer must maintain such executed deeds throughout the term of its agreement with the Licensee and for a period of not less than 7 years after termination or expiration of the Agreement between the Licensee and the Licensor. The Customer must provide the original or a copy (certified or otherwise as required)

of the deeds to the Licensee or Licensor upon and as requested by the Licensee or Licensor.

18. The Customer shall 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 the original or a copy (certified or otherwise as required) of such records to the Licensee or Licensor upon and as requested by the Licensee or Licensor and within a reasonable time of a request being made. Such records shall be maintained for a period of not less than 7 years after termination or expiration of the Agreement between the Licensee and the Licensor.

19. 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 Status 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:

© State of Victoria. This publication is copyright. 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.

20. The Customer is not authorised to provide the Licensed Material to an Adhoc Customer.

Definitions and Interpretation

21. This Customer Agreement or User Agreement must be read in conjunction with the Agreement between the Licensee and the State and the following definitions shall apply:

Ad-hoc Customer means a person who requests Licensed Material from the Licensee by way of telephone, mail, facsimile, email or via the Internet and who is not a Customer;

Agreement means the LANDATA® Licensing Agreement between the Licensee and the State;

Authorised Purposes means:

(a) dealings with interests in land authorised by Law;

(b) a purpose directly related to such dealing 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, marketing, compilation of mailing lists, list brokering of the Licensed Material or any related purpose except to the extent that such data aggregation, data matching, marketing, compilation of mailing lists, list brokering of the Licensed Material or related purpose is required by law (including any obligation under a court order).

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

Customer means the person so identified for the purposes of this Customer Agreement and, as appropriate, includes a Third Party, who has entered into a Customer Agreement for access to the Licensed Material in accordance with the Agreement, but does not include an Ad-hoc Customer;

Customer Agreement means this agreement and where appropriate includes an agreement between the Licensee and another Customer;

Customer's Electronic Service means a service provided by Internet connection or otherwise available by way of access to a computerised service;

Land Index means the electronic cross reference table listing registered proprietors, title particulars, parcel and property identifiers available as part of the LANDATA® System;

LANDATA® System means the computerised system, including the Shell, 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, bylaws, 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;

Licensee means the Licensee to the Agreement;

Licensed Material means the material identified in Schedule 1 of the 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 to have access to and to re-supply 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; and

User Agreement means an agreement a Third Party enters into with a User in accordance with this Agreement.

I/We agree to abide by the terms and conditions of use as set out by Landata®

Company Name: _____

Signed by (Name): _____

Signature: _____

Date: _____

User id: _____

(main one only required)

PLEASE SEND THE ORIGINAL SIGNED AGREEMENT TO:

EMAIL: salesadmin@globalx.com.au

DX: DX 285 Melbourne

POST:

GlobalX Information Pty Ltd

Attention: LANDATA AGREEMENTS

PO Box 159, Collins Street West VIC 8007

ORIGINALS MUST BE RECEIVED PRIOR TO ACCESS BEING MADE AVAILABLE

PLEASE GO TO THE NEXT PAGE FOR YOUR SCHEDULE 6 DEED TO ACCESS INDEX (BROWSE) SERVICES.

Schedule 6 Deed for LANDATA® Conditions of Use—Users

This Deed is made on the:

_____ day of _____ 201_

By the person or entity whose name and address are contained in the Schedule (You) in favour of

the State of Victoria

Why You are required to enter into this Deed:

A. The State provides electronic access to the Licensed Material which includes amongst other things the Land Index through Licensees.

B. You have entered into a User Agreement with a Customer of the Licensee for electronic access to the Licensed Material.

C. The Customer of the Licensee with whom You have entered into a User Agreement is authorised by the State to provide You with access to the Land Index provided that You comply with the terms and conditions contained in this Deed.

You agree with the State as follows:

1. What are your obligations regarding confidentiality and copying?

1.1 You agree that where information contained in the Land Index has been disclosed to You under the User Agreement (by means of providing electronic access or by any other means) then (subject to this Deed):

(a) You will treat that information as confidential; and

(b) You will not disclose that information other than for Authorised Purposes.

Provided that nothing in this Deed will be interpreted to restrict You in the use of information which has not been derived from the Land Index. Such information not derived from the Land Index can only be used in accordance with the User Agreement.

1.2 You also agree that:

(a) You will not copy or reproduce any information disclosed to You under clause 1.1, unless:

(i) the copying or reproduction is for Authorised Purposes;

(ii) the State has approved in writing the copying or reproduction; or

(iii) all persons in respect of whom the information is Personal Information, consent to such copying or reproduction; and

(b) You will take all reasonable precautions to prevent your employees or agents from accessing or copying the information disclosed to You under clause 1.1 unless:

(i) the access or copying is for Authorised Purposes;

(ii) the State has approved in writing the access or copying; or

(iii) all persons in respect of whom the information is Personal Information, consent to such access or copying.

2. What if there is a breach of this Deed?

2.1 If there is a breach of any provision of this Deed and the State or the Customer with whom You have entered into the User Agreement provides You with written notice of that breach, You must remedy that breach within fourteen days of receipt of the notice.

2.2 If the breach is not remedied within the period set out in clause 2.1, the State or the Customer with whom You have entered into the User Agreement may by written notice terminate your rights of access to and use of the Land Index, but your obligations under clause 1 will continue to apply.

2.3 You acknowledge and agree that the State may alter the scope and/or nature of information available for disclosure to You under clause 1.1 to the extent necessary to comply with any decision (including any order, direction or compliance notice) of the Commissioner or any determination, direction or order of the Victorian Civil and Administrative Tribunal, under the Act.

3. Applicable Laws

This Deed is governed by the laws of Victoria.

4. How are certain words defined and how is this document interpreted?

In this document, the following defined words have the following meanings:

(a) **Act** means the Information Privacy Act 2000 (Vic);

(b) **Ad-hoc Customer** means a person who requests Licensed Material from the Licensee by way of telephone, mail, facsimile, email or via the Internet and who is not a Customer;

(c) **Agreements** means the LANDATA® Licensing Agreement between the Licensee and the State;

(d) **Authorised Purpose** means:

(i) dealings with interests in land authorised by law;

(ii) a purpose directly related to such dealing provided the purpose is not contrary to any law; or

(iii) an enquiry relating to land or the ownership of land recorded in the Register provided the enquiry or the purpose of the enquiry is not contrary to any law,

but does not mean:

(iv) data aggregation, data matching, marketing, compilation of mailing lists; list brokering or any related purpose except to the extent that such data aggregation, data matching, marketing, compilation of mailing lists; list brokering or related purpose is required

by law (including any obligation under a court order).

(e) **Commissioner** means the Privacy Commissioner appointed under the Act;

(f) **Customer** means a person, including a Third Party, who has entered into a Customer Agreement for access to the Licensed Material which includes amongst other things the Land Index but does not include an Ad-Hoc Customer;

(g) **Customer Agreement** means the agreement the Customer has entered into with a Licensee for access to the Licensed Material which includes amongst other things the Land Index;

(h) **Deed** means this document and includes the Schedule;

(i) **Department** means the Department of Sustainability and Environment of the State (and its successor under any machinery of Government changes as may be implemented) and any reference to the Department shall be read and construed as a reference to the State;

(j) **Land Index** means the electronic cross reference table listing registered proprietors, title particulars, parcel and property identifiers available as part of the LANDATA® System;

(k) **Licensed Material** means the material identified in Schedule 1 of the Agreement and any update or new release of that material;

(l) **Licensee** means the Licensee to the Agreement;

(m) **Personal Information** has the same meaning as in the Act;

(n) **Register** has the same meaning as is in section 4 of the Transfer of Land Act 1958 (Vic);

(o) **State** means the Crown in right of the State of Victoria;

(p) **User Agreement** means the agreement You have entered into with a Customer for access to the Licensed Material, which includes amongst other things the Land Index; and

(q) **You** means the person named in the Schedule and includes your successors and assigns.

In this document, the following rules of interpretation apply:

(r) the singular includes the plural and vice versa and words importing a gender include other genders;

(s) terms importing natural persons include partnerships and bodies corporate;

(t) other grammatical forms of defined words or phrases have corresponding meanings;

(u) where You comprises two or more persons, the provisions of this document bind each party individually as well as together; and

(v) where a word is not defined in this document, but is defined in the Act, that definition forms part of this document

as if it were expressly included within this document.

Delete the execution clause that is not applicable.

Executed as a Deed **[Sole Trader]**

Signed Sealed and Delivered by the person named in the Schedule in the presence of:

.....
(Signature)

.....
(Signature of Witness)

.....
(Name of Witness)

OR **[Company]**

Signed Sealed and Delivered by

.....
in accordance with s127 of the Corporations Act 2001

.....
(Director Name)

.....
(Signature)

.....
(Signature)

.....
(Director/Signature)

OR **[Partnership]**

Signed Sealed and Delivered by:

in the presence of:

.....
(Name)

.....
(Signature of Witness)

.....
(Signature)

.....
(Name of Witness)

trading as

OR **[Government Department]**

Signed Sealed and Delivered by

for and on behalf of the State of

.....
(Name)

.....
in the presence of:

.....
(Signature)

.....
(Signature of Witness)

a duly authorised officer of the Department of

.....
(Name of Witness)

SCHEDULE

A. You:

B. Address:

I/We agree to abide by the terms and conditions of use as set out by Landata®

Company Name: _____

PLEASE SEND THE ORIGINAL SIGNED AGREEMENT TO:

Signed by (Name): _____

EMAIL: salesadmin@globalx.com.au

DX: DX 285 Melbourne

Signature: _____

POST:

GlobalX Information Pty Ltd

Attention: LANDATA AGREEMENTS

PO Box 159, Collins Street West VIC 8007

ORIGINALS MUST BE

RECEIVED PRIOR TO ACCESS BEING

MADE AVAILABLE

Date: _____

User id: _____

(main one only required)