

VOI Australia On Line - licence terms 2014

Acknowledgment and Acceptance of Licence Terms & Conditions

and appointment as Verifying Agent for VOI

- 1.1 The software and forms as an on line service (the “on line service”) are provided by VOI Australia On Line Pty Ltd ACN 167 710 198 (the "**Licensor**" and "**VOI Australia ON Line**" whereso appearing herein) to you under the terms and conditions set out in this licence (“user licence”).
- 1.2 Copyright in the on line service and forms created are exclusively licensed to the Licensor from the copyright owner and are delivered on line to you by the Licensor as a licensee under a sub-licence and you are not to breach the copyright or make the forms available elsewhere or copy them except to your clients. In accepting these terms you acknowledge the copyright and will not breach copyright.
- 1.3 By using the on line service and in completing the registration process to become an end user and or in buying access to the wizard creating the forms, you (as Customer or end user) expressly agree to be bound by this end user Licence and these terms and conditions.

2. Outsourcing Agents and AusPost

- 2.1 Where you use our outsourcing Agents such as AusPost (and or any others) we are expressly authorised and appointed by you to access and direct Auspost to send to us all your VOI certificates and information and emails that a VOI has been undertaken.
- 2.2 AusPost will or may act as our verifying agent for VOI.
- 2.3 We may act as your verification agent to witness your clients identity and may use AusPost as the verifier and in using our referral forms and sending your clients to AusPost all information and verifications are sent to VOI Australia On Line and we are using Auspost as our agent.
- 2.4 Your clients are required to sign consents on the authorised Identity Verification Form provided from time to time by AusPost and accept AusPost terms and conditions.
- 2.5 In the event of any negligence by AusPost then any claims against VOI Australia On Line are expressly limited to the extent of claims VOI Australia may make against Auspost for negligence and subject to any and all limitations arising at law between them. AusPost being the agent verifier for VOI Australia On Line.
- 2.6 The licensor is also authorised to receive your clients VOI certificates and all notification emails and documents and to download and store these for your use and storage.
- 2.7 We are authorised to do all things necessary to assist your outsourced VOI be efficient and stored in your library of forms and certificates at VOI Australia On Line domain.

- 2.8 All your certificates will be encrypted and or accessed only under secure controls and not released or shared but held for your use and security in confidence and to your library for your access on our site.
- 2.9 The Licensor is authorised and may direct AusPost to copy and forward all of your email regarding your outsourced certificates to it to confirm VOI has taken place for any particular client and or transactions.

3. **Licence**

- 3.1 The Licensor grants to you a non-transferable, non-exclusive licence to use the licensed on line service to reproduce the forms created and purchased from our internet site in accordance with this Licence. The Licence may be granted without payment and if so you consent to the Licensor and its associated companies marketing similar or associated products and if you agree to these terms then the licence can be varied by prior notice to you and even discontinued. The Licensor is under no obligation to continue your free licence if so granted and would not charge without advising and entering into a new licence with you.
- 3.2 This Licence does not permit you to sell or otherwise provide copies of the forms or the precedents created by the on line service to any person or organisation, except as you may provide a completed document in electronic or printed form to your client or other 3rd parties. The on line service can create forms to be read as pdf's but can only be changed using our proprietary software.
- 3.3 You acknowledge that in order for the forms created with the on line service to remain as approved forms by any Authority or as compliant gazetted forms (if applicable) they must not be changed in any particular manner without approval from the relevant Authority.
- 3.4 You also acknowledge that the supplied forms from the on line service may only be used if they are unmodified and may not be used in any other way. The forms may be out of date from time to time and if brought to our attention we will immediately resupply the forms as amended by any Authority from time to time.
- 3.5 It remains with you to check the validity of any forms we may supply and provide and our liability for use of the form is expressly and wholly excluded (to the extent legally possible) and this is a term of use of the on line service and forms.
- 3.6 The on line service is set up and configured to assist you in complying with regulations and legal requirements and is not a substitute for understanding the nature of the forms their format required in each circumstance or for deferring liability.
- 3.7 The person signing the forms must have special skills and be a conveyancer or lawyer and understand the area they are practising in and read them and correct them if so required.
- 3.8 An end user or Customer will not be entitled to use the on line service or blank forms printed or created from the software after the licence expires and acknowledges that this would be a breach of copyright and a breach of this Agreement.

4. Licence Fee & Term

4.1 There is no Licence Fee payable but the consents herein are expressly in consideration of using the service. The Licensor receives a referral fee for any outsourced VOI certificates to 3rd parties.

5. Protection of the Licensed Software and Accompanying Documentation

5.1 You are responsible for the supervision, management and control of the on line service and any accompanying documentation and must ensure that your employees, contractors and other agents are made aware of the conditions of this Licence and use of the forms.

5.2 You must not copy or modify, and must not knowingly or negligently allow the copying or modification of the forms created in the on line service or accompanying documentation or reverse engineer the on line service by any means or in any form without prior written consent. You must not make the forms available to any third party to use professionally without the Licensor's consent and approval.

5.3 You must not reverse engineer our forms and systems for commercial purposes or facilitate or assist others in doing so.

5.4 You acknowledge that the on line service, the forms and documents reproduced by the on line service and any accompanying documentation are the subject of copyright. You must not during or after the term of this Licence permit any act which infringes the copyright in these items.

6. Updates and New Releases

6.1 During the term of this Licence the Licensor will provide updated forms to the on line service as they arise.

6.2 You are responsible for checking that the forms produced comply with any law and Regulations.

6.3 If the on line service is defective or malfunctions and this is caused by our software we have PI insurance in place which may cover any loss properly brought and made hereunder for such claims subject to these terms.

6.4 You are expected as professionals to be aware if any forms are invalid or superseded. We may inform you (but we are under no obligation to do so) of changes to any forms and you must immediately cease using or producing the invalid or superseded forms.

7. Warranties and Liability

7.1 The Licensor does not warrant that the on line service or forms:

7.1.1. will operate completely free from errors;

7.1.2. are suitable for your requirements; or

7.1.3. will be fully operable on your computer equipment.

7.2 The Licensor warrants that the on line service will be reasonably free from defects.

- 7.3 You acknowledge that the Licensor will not be liable for any damage arising, whether directly or indirectly, from or in connection with the supply of the on line service or use of the forms or for any breach of this Licence expect as herein set out save for negligence occurring by the Licensor.
- 7.4 Liability is expressly limited for negligence to the extent of indemnity insurance cover presently as to \$1M for any claim as indemnity insurance may cover any claim and no claims may be made otherwise save and except for claims accepted or ordered in negligence to that extent.
- 7.5 You are to check all the forms you create and which are used and supplied and acknowledge that you should be aware of the appropriate forms required in any and all circumstances for all purposes for VOI at law. This is an express term and a condition of use.
- 7.6 You must be a practising and insured lawyer or conveyancer to use our service.
- 7.7 The provision of a form is not the provision of legal advice and if any help notes are published these notes are general guides and not the provision of legal advice and no written nor oral advice will be given nor should be relied on whatsoever and the end user must seek legal advice and understand the forms required for compliance with VOI.

8. Product support

- 8.1 If you require the Licensor to make any special modifications to, or provide any other technical assistance regarding the on line service you must pay the Licensor's costs to do so which will be advised to you prior to any work being undertaken.

9. Governing Law and Jurisdiction

- 9.1 The Law of South Australia governs this Licence.
- 9.2 The parties will submit to the jurisdiction of the courts of South Australia.
- 9.3 The parties will submit to arbitration in South Australia at the election of the Licensor and this clause may be pleaded in bar to any action in any jurisdiction whatsoever if arbitration is elected at any time by the Licensor. The Licensor may ask any professional body representing arbitrators in Australia to appoint an arbitrator at the expense in all things of the Customer unless the arbitrator makes any final ruling determining costs otherwise.
- 9.4 The failure by the Customer to meet the costs of the arbitrator will be a bar to any other action by the Customer and the Licensor may request continuation of the arbitration in the absence of the Customer appearing after notice to the Customer and the Licensor may seek final orders should it so choose to.

9. Storage and Security

- 9.1 The files you store on our site will be encrypted and secure and held for 7 years whilst you are continuously licensed. If you leave the service or if it is discontinued as a free service then you must download and archive your files elsewhere on notice by us to do so.
- 9.2 The site is secure and documents uploaded will otherwise be held for 7 years for retrieval subject to you being continuously licensed when retrieving any

uploaded documents. This is subject to you not deleting them in that period and remaining a financial member of the service and of the licence if free continuing from time to time at our election as a free service.

10. **Privacy Policy**

- 10.1 Our privacy policy is not to release confidential data at all save for contact data for our outsourcing agents to arrange to meet clients to undertake a VOI certification outside your office only.
- 10.2 We do not release data or your information or your client's information for any marketing purposes except to our associated companies or group.
- 10.3 We use cookies to identify you on repeat access to the site and in managing our data.
- 10.4 Your uploaded files are encrypted.