

1. APPLICATION OF TERMS

- 1.1. These Terms apply to your use of or access to any services provided via the internet by us including to access the Content or our Calculator through this Website (together the **Online Services**).
- 1.2. In these Terms, **LSSA** (or **we, our, us**) means Land Services SA Operating Pty Ltd (ACN 618 229 815) as trustee for the Land Services SA Operating Trust (ABN 86 836 650 939), trading as "Land Services SA" or "Sum Insured".

2. ACCEPTANCE OF TERMS

- 2.1. If you do not accept and agree to be bound by these Terms, you must immediately leave this Website and otherwise refrain from accessing or using the Online Services.
- 2.2. By using the Online Services you accept and agree to be bound by these Terms (in their current form as at the time you click "Agree", "I accept" or any other similar phrase or button indicating your agreement to these Terms) and acknowledge that you have read and understood the Terms.
- 2.3. These Terms apply immediately on their acceptance and, unless terminated earlier in accordance with these Terms, continue for so long as you continue to access or use those Online Services.

3. ELIGIBILITY

- 3.1. The Online Services are available only to entities which can form legally binding contracts under the applicable Law.
- 3.2. If you cannot enter into legally binding contracts, you must immediately leave this Website and otherwise refrain from accessing or using the Online Services.

4. LICENCE

- 4.1. Subject to these Terms, LSSA grants to you a non-exclusive, non-transferable, non sub-licensable, revocable, limited licence to access and use the Online Services solely for the Authorised Purpose (**Licence**).
- 4.2. Except as expressly permitted by these Terms, the Authorised Purpose or to the extent permitted by Law, you must not, and ensure that your Personnel do not:
 - (a) cache or store, or attempt to cache or store, the Content for the purpose of setting up, creating, or adding to another database (whether permanent or temporary) or with the intent to create a copy of all or any portion of the Content for resale purposes;
 - (b) decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of the Online Services or the Content, including any source code, object code, algorithms, methods or techniques used or embodied therein forming part of the Content;
 - (c) reproduce, display, store, print, publish, distribute, commercialise, perform, modify, adapt, or create derivative works from or based on all of or any component of the Online Services;
 - (d) license, sublicense, distribute, resell, disclose, incorporate into any database, commercially exploit or otherwise transfer the Online Services to any third party, or use the Online Services on behalf of any third party;
 - (e) remove, obscure or alter any copyright, trade mark, logo or other proprietary notice, or falsify or delete any author attributions, legal notices or other labels appearing on or in the Online Services relating to or in connection with the origin or source of the Online Services;

- (f) incorporate any portion of the Online Services into any other materials, products or services that are not within the Authorised Purpose;
- (g) damage, interfere or harm the Online Services or any network or system underlying or connected to, integrated or interoperated with the Online Services (including the LSSA Systems);
- (h) circumvent (or attempt to circumvent) any security or authentication measures of the Online Services or the LSSA Systems or any other system, network or server connected to the Online Services or LSSA Systems;
- (i) attempt to scan or test the vulnerability of LSSA's hardware, software, information networks or systems (including the LSSA Systems) or any Third Party System or otherwise attempt to breach or circumvent LSSA's data security or authentication processes;
- (j) data mine, scrape, crawl, email harvest or use any process or processes that send automated queries to the Online Services or the Content (including robots or spiders);
- (k) use any robot, spider, or other similar device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of this Website and the Content or which otherwise impacts on the availability of the Online Services to other users; or
- (l) use, or offer to use, the Online Services or any Content with the intention of encroaching upon the privacy of an individual or to target vulnerable persons or those knowingly susceptible to financial distress or otherwise with the intention or effect of breaching the Privacy Laws or in connection with any direct marketing activities, including any telemarketing campaign or telephone survey.

4.3. You acknowledge that:

- (a) the Licence does not extend to any right in or to the source code comprised in any software in the Online Services;
- (b) in accessing the Online Services, you at all times will comply with all Laws;
- (c) you are responsible for obtaining access to the Online Services, and for all costs and expenses in connection with accessing the Online Services, including internet service provider fees, telecommunications fees, and the cost of any and all equipment (including development tools, hardware, software and other technology); and
- (d) to the extent permitted by Law, we are not liable for any delay, defect, deficiency and/or loss of service in connection with the Online Services or any Loss caused by (whether directly or indirectly):
 - (i) equipment, data or services supplied by you or any third party; or
 - (ii) any telecommunications organisation equipment or services (including any speeds or capabilities of such equipment or services) or any requirements of any telecommunications authority.

4.4. You must ensure that neither the security nor the integrity of any Content, nor the privacy of any individual to whom any information included in the Content relates, is compromised, violated or otherwise prejudiced as a result, directly or indirectly, of any act or omission of you or your Personnel using the Online Services, including by, in any way, causing vulnerable persons or those persons knowingly susceptible to financial distress to be targeted.

5. CONTENT

5.1. While LSSA endeavours to ensure that all Content is accurate, complete, up-to-date, reliable and error-free, you acknowledge that this may not always be the case and that LSSA does not

represent or warrant that this will be the case. You also acknowledge that the Content is subject to change without notice.

- 5.2. The Online Services are not intended to be used in place of a formal appraisal, valuation or underwriting tool and are of a general nature and should not be construed as specific advice nor, in respect of any valuation incorporated in the Online Services, replace a valuation by a professional valuer. Before relying on the Online Services, we recommend that you consider the accuracy, currency, completeness and relevance of the Online Services and consider the suitability of that information or data for your own individual purpose and requirements.
- 5.3. To the extent the Content includes information relating to, or attributes of, Contents Value, a property or building, we do not make any comment or guarantee in respect of the state of the home contents, property or the building. The Online Services will not identify issues available upon inspection of the home contents, property or building including, without limitation, quality, structural, weather tightness, contaminants, regulatory, legal, title, town planning or stability issues. You are solely responsible for identifying any such issues.
- 5.4. The Content is provided from Australia and may not be available, appropriate or lawful for use in other jurisdictions. The Content does not necessarily reflect the views or opinions of LSSA. The Content may not be tailored to your particular circumstances and does not constitute advice or a recommendation.
- 5.5. You agree that you have exercised your independent judgment in accessing the Online Services and have not relied on any representation made by LSSA which has not been stated expressly in these Terms. LSSA accepts no liability for any use of the Online Services, Content or any reliance placed on them. Any use of or reliance on the Content is entirely at your own risk and you acknowledge and agree that it is your responsibility to verify any Content and otherwise seek your own independent advice.
- 5.6. If you use automatic language translation services in connection with your use of the Online Services, you do so at your own risk.
- 5.7. The Content is subject to change without notice.

6. MODIFICATION OF THE ONLINE SERVICES

- 6.1. We may at any time modify, change or refine the features and functionality of the Online Services (including modification, change or refinement that we require to change, vary or replace our own systems and processes).
- 6.2. You acknowledge that:
 - (a) the Online Services may integrate or interoperate with other LSSA Systems or Third Party Systems;
 - (b) the Online Services may not operate in an uninterrupted manner, be available 24 hours a day, 7 days a week, or be secure;
 - (c) LSSA may be required, from time to time to maintain (including by performing network, hardware, software or service maintenance services or upgrades), close down, curtail or provide on a reduced or restricted basis the Online Services, without liability, on the following bases:
 - (i) if there is:
 - A. any planned maintenance, repair, or alteration of the Online Services or the LSSA Systems (as it relates to the Online Services); or
 - B. any upgrade or major repair work (for example, caused by an event of Force Majeure) to the Online Services or any other system (whether owned, operated or controlled by LSSA or a third party) which integrates, interfaces or interoperates with the Online Services,

which will or would be likely to restrict, reduce or curtail our ability to provide access to the Online Services under these Terms;

- (ii) if there is a failure of any component of the Online Services which restricts or would be likely to restrict, reduce or curtail our ability to provide access to the Online Services under these Terms;
- (iii) in order to comply with any applicable Law or in the event of any statutory inspection, for the period required to enable such compliance; or
- (iv) if an event of Force Majeure occurs.

7. THIRD PARTY SERVICES AND LINKED WEBSITES

7.1. This Website may include links to other websites operated by community, business and government. These linked websites will have their own terms and conditions of use and you should familiarise yourself with those terms and conditions. If this Website includes links or references to information or services that are not provided by LSSA, then unless expressly stated otherwise, these links are provided on an “as is” basis and LSSA does not:

- (a) endorse, recommend or approve them or the practices of the organisations that operate them, or any information, materials or goods or services referred to or provided by them;
- (b) make any warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on websites linked from or to this Website;
- (c) make any warranties or representations that material on other websites which link to, or are linked from, this Website does not infringe the Intellectual Property Rights of any person anywhere in the world; or
- (d) authorise the infringement of any Intellectual Property Rights contained in material in other websites by linking to those other websites,

and any such links or references are provided for convenience only and may not remain current.

8. COLLECTION AND USE OF INFORMATION AND PRIVACY

8.1. You acknowledge and agree that LSSA may collect Personal Information using the Online Services for providing Content to you, marketing purposes, our internal business purposes and any other specific purposes advised to you from time to time. The information may be used by us, our related companies, and may be disclosed to our consultants or advisers. Any disclosure of Personal Information by us, our related companies or our consultants or advisers will be governed by Privacy Laws and by our Privacy Policy and Privacy Statement (each found here: <https://www.landservices.com.au/privacy>). Our Privacy Policy and Privacy Statement each include details of:

- (a) how we collect, hold, store and share Personal Information;
- (b) the circumstances in which your Personal Information might be sent overseas;
- (c) your rights of access to, and correction of, your Personal Information; and
- (d) the security measures we have in place over your Personal Information.

8.2. You acknowledge that if you provide Personal Information of others as part of your use of the Online Services, you must only do so if that person consents to you doing so and to us collecting, holding, using and disclosing their personal information in accordance with this clause and our Privacy Policy and Privacy Statement.

8.3. You are not required to provide us with your Personal Information by any Law, however if you fail to do so, we may not be able to carry out the purpose for which the Personal Information may be collected and used.

- 8.4. In addition, we may collect information relating to your access to, or use of, the Online Services, such as the domain name, IP address from which this Website is visited, the date and time of the visit to the site, the pages accessed and documents downloaded, the previous website visited and the type of browser used and use that data to, among other things, analyse trends and statistics. We also may use “cookies” on this Website which is a small text file that our Website may place on your computer. Cookies are an industry standard and are used as a means for our Website to remember your preferences. In some cases, cookies may enable us to collect and store Personal Information about you. If you wish, you can disable cookies via your internet browser. If you disable “cookies” then you may not be able to use this Website to its full functionality.
- 8.5. You may contact LSSA (refer below) if you have any questions regarding our use of your Personal Information or otherwise to request access to any Personal Information about you held by LSSA.
- 8.6. LSSA does not guarantee the security of any information you may send to LSSA using this Website during its transmission, however LSSA will endeavour to protect such information once it is received.
- 8.7. You must ensure that you and your Personnel comply with the Privacy Laws in respect of any Personal Information used, disclosed, stored or received in connection with these Terms and your use of the Online Services (including Personal Information contained within this Website and any Content).

9. INTELLECTUAL PROPERTY AND ATTRIBUTION

- 9.1. Unless stated otherwise, LSSA own or license the copyright and all Intellectual Property Rights in the Online Services (including, to avoid doubt, this Website) and Content. Nothing in these Terms
- 9.2. Except as otherwise set out in these Terms, no licence, right to, title to or other interest in Intellectual Property Rights in the Online Services or the Content is granted to you.
- 9.3. You grant us a perpetual, irrevocable, transferable, non-exclusive, world-wide, royalty-free license (including the right to grant sub-licences to any person) to use, copy, modify, adapt, publish, distribute, create derivative works of, transmit or broadcast, Your Content (including but not limited to all Intellectual Property Rights in Your Content) for the purposes of supplying the Online Services to you or the same or equivalent services, content or products to any other entity.
- 9.4. You represent and warrant that:
 - (a) you have the ability to grant the licence in clause 9.3 above and nothing further is required to grant that licence; and
 - (b) use of Your Content by us or any third party authorised by us will not infringe any rights (including any Intellectual Property Rights) of any person.
- 9.5. You agree that you will ensure that at no time will Your Content contain any material that is defamatory, libellous, hateful, discriminatory, obscene, pornographic or similarly illegal or offence and you agree that you will be solely responsible for any consequences that are connected with the sending or lodgement of any such material.
- 9.6. In relation to Your Content, you:
 - (a) consent to, and do all things necessary to procure the consent to, the infringement of; and
 - (b) otherwise waive, and do all things necessary to procure the waiver of, (to the extent such a waiver is possible),

all moral rights (as that terms is defined under the *Copyright Act 1968* (Cth)) in Your Content to the fullest extent possible under the laws of any applicable jurisdiction, including:

- (c) the failure to acknowledge you as the author of Your Content;
- (d) the false attribution of authorship of Your Content; and
- (e) alteration of Your Content by adding to, removing elements from, or rearranging elements of, the material, including without limitation combining elements of any of Your Content with any other material.

10. AVAILABILITY

- 10.1. You acknowledge and agree that utilising the Online Services uses the Internet or other communication networks which are not operated by LSSA and which may be affected by factors outside of LSSA's control. Accordingly, LSSA cannot guarantee the availability of all or any portion of the Online Services.
- 10.2. You acknowledge and agree that accessing the Online Services may involve charges for data imposed by your carrier or service provider (including if you are accessing the Online Services through a mobile provider). It is your responsibility to be aware of these charges and LSSA is not responsible for any charges you may incur through use of the Online Services.

11. SECURE TRANSMISSIONS, PROTECTION FROM VIRUSES AND INTERFERENCE

- 11.1. No data transmission over the Internet can be guaranteed as totally secure. While we strive to protect such information, we make no warranty and do not ensure the security of any information which you transmit to us and any such information is transmitted at your own risk.
- 11.2. You must take your own precautions to ensure that the process which you employ for accessing the Online Services does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. LSSA does not accept responsibility for any interference or damage to your computer system which arises in connection with your use of the Online Services or any linked website.

12. TERMINATION, RESTRICTION OF ACCESS AND SUSPENSION

- 12.1. We may immediately terminate your access to the Online Services by giving you written notice to that effect if:
 - (a) our right to licence or supply any or a portion of the Online Services is terminated (including, where the supply of the Online Services becomes contrary to Laws);
 - (b) you are in breach of any of these Terms and have failed to rectify any such breach within seven days' notice by us to do so; or
 - (c) you become the subject of insolvency proceedings.
- 12.2. Upon termination or expiration of these Terms, the Licence granted pursuant to clause 4.1 immediately ceases and you must:
 - (a) cease using the Online Services; and
 - (b) if requested by us, demonstrate to our reasonable satisfaction, by providing evidence, that you have fully complied with the obligations under this clause.
- 12.3. Without limiting any other rights we may have under these Terms, we may, without liability, immediately suspend your access to the Online Services at any time if:
 - (a) we reasonably suspect or have reason to believe you are not complying with these Terms in all respects;
 - (b) there is any immediate risk to the security of the Online Services.

13. NO WARRANTIES

- 13.1. The Online Services and the Content are provided on an 'as is' basis and to the fullest extent permitted by Law and subject to any liabilities and obligations which cannot be excluded by Law (including under the ACL), we do not warrant:
- (a) that the functions contained in the Online Services will meet your requirements;
 - (b) the accuracy or completeness or reliability of the Online Services or the Content; or
 - (c) that your access to the Online Services or any part of the Online Services will be uninterrupted or error free, that defects will be corrected or that the Online Services or the server that makes them available are free of viruses, bugs or malicious code or other forms of interference which may damage your device.

14. DISCLAIMER

- 14.1. LSSA does not attempt or purport to exclude any liability arising under statute if, and to the extent, that liability cannot be lawfully excluded. However, LSSA exclude to the extent lawfully permitted all liability for any Loss or damage of whatever kind (including consequential or incidental damage) and however arising (including due to negligence) that you may suffer, directly or indirectly, in connection with your use of or reliance on the Online Services. Any warranties, guarantees, representations or other assurances implied or imposed by law or statute are expressly excluded to the fullest extent permitted by law. To the extent that any cannot be excluded, the liability of LSSA will be limited to the cost of the resupply of the applicable Online Services.
- 14.2. To the extent that any statutory guarantees apply to the Online Services under the ACL then our liability in respect of those guarantees is limited to:
- (a) in the case of the Online Services incorporating the provision of goods, to any one or more of the following, as we may in our absolute discretion determine:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; or
 - (b) in the case of the Online Services incorporating the provision of services, to any one or more of the following, as we may in our absolute discretion determine:
 - (i) whether we will supply the services to you again; or
 - (ii) the payment of the cost of having the services supplied again, except as expressly provided elsewhere in these Terms.
- 14.3. The limitation in clause 14.2 will not apply if:
- (a) the Online Services or associated goods are services or goods that are 'ordinarily acquired for personal, domestic or household use or consumption' (as that expression is used in the ACL); or
 - (b) it is not 'fair or reasonable' (as that phrase is used in the ACL) for us to rely on that limitation.
- 14.4. To the maximum extent permitted by Law and subject to the ACL, in no event will LSSA be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of any kind (including without limitation loss of profits, loss of data or damage to any equipment) arising out of your use of or access to the Online Services or any Content, your inability to use

the Online Services or any Content, or the interruption, suspension or termination of this Website or any Content (including any damage incurred by third parties).

15. INDEMNITY

- 15.1. You agree to indemnify and hold harmless LSSA, our affiliates, agents, officers, employees and representatives from any loss, damage, expenses, penalties, claims or other liabilities that LSSA may incur due to your use of the Online Services, any Content or any breach by you of these Terms (including arising from your infringement of any rights of a third party).

16. AMENDMENTS TO THESE TERMS

- 16.1. LSSA may at any time vary these Terms by publishing updated Terms on this Website. You agree that any such updated Terms will immediately apply from the time that they are published on this Website. Your continued use of the Online Services after LSSA publishes updated Terms constitutes your acceptance to be bound by the updated Terms.

17. NOTICE

- 17.1. A notice, consent, approval or other communication under these Terms (**Notice**) must be:
- (a) in writing and signed by the sender or its duly authorised representative, addressed to the recipient and sent to the recipient's address provided by you to LSSA in using the Online Services; and
 - (b) delivered by personal service, sent by pre-paid mail, made available to you through this Website or transmitted by email, or any other lawful means.
- 17.2. A Notice given in accordance with this clause 17 is treated as having been given and received:
- (a) if personally delivered, on delivery;
 - (b) if sent by pre-paid mail, on the fifth clear Business Day after the date of posting (or the seventh Business Day after the date of posting if sent to or from an address outside Australia); and
 - (c) if sent by email, at the time of transmission by the sender, unless the sender receives an automated notice generated by the sender's or the recipient's email server that the email was not delivered, except that, if the delivery, receipt or transmission is after 5.00pm in the place of receipt or on a day which is not a Business Day, it is taken to have been received at 9.00am on the next Business Day.
- 17.3. A party may change its address for the delivery of Notices by notifying that change to each other party. The notification is effective on the later of the date specified in the Notice or five Business Days after the Notice is given.

18. GENERAL

- 18.1. The laws of South Australia, Australia, apply to these Terms and all matters relating to the use of the Online Services. You agree to submit to the non-exclusive jurisdiction of the courts of South Australia with respect to any claim or dispute regarding such matters.
- 18.2. If any part of these Terms is invalid or unenforceable, that part will be severed and not apply but the remainder of these Terms will continue to operate.
- 18.3. You may not assign or transfer any rights or obligations under these Terms to any third party. We may assign or transfer any rights or obligations under these Terms to any third party in our absolute discretion.
- 18.4. These Terms constitute the whole of the agreement between us and you and sets out all of the parties' rights and obligations in relation to the Online Services, and replaces all earlier representations, statements, agreements and understandings.

- 18.5. Any waiver of our rights under these Terms is not effective unless in writing signed by us. Any failure or delay by us in exercising a right under these Terms does not constitute a waiver of our rights. Any waiver by us will only waive our specified rights in those specified circumstances and will not waive any of our other rights, or the same rights in other circumstances.
- 18.6. The headings in these Terms are for reference purposes only and in no way define, limit, construe or describe the scope or extent of any provision of these Terms.
- 18.7. Any indemnity under these Terms is independent and survives termination or expiry of these Terms, and any other term which, by its nature, is intended to survive termination or expiry of these Terms also survives that termination, including clauses 1.1, 5.1, 8, 9, 10, 11, 12, 13, 14, 15, 18 and 19.

19. DEFINITIONS

- 19.1. In these Terms:

ACL means Schedule 2 to the *Competition and Consumer Act 2010* (Cth) or the corresponding provisions of the fair trading legislation.

Authorised Purpose means your personal or business use (other than commercialising or exploiting the Online Services) and in respect of any Online Services that have specific terms, any other purposes specified in those terms.

Business Day means any day except Saturdays, Sundays and declared public holidays in South Australia.

Calculator means CIRCA Net/API, Contents Net and Contents Retriever and any other Contents Value calculator or product offered by LSSA from time to time.

Content means any materials provided by us to you, or any information or materials obtained by you (either directly or indirectly) as a result of or in connection with your use of this Website or the Online Services.

Contents Value means the building contents replacement cost information generated by your use of the Online Services and incorporates the Content.

Force Majeure means a circumstance beyond the reasonable control of the party seeking to rely on Force Majeure and which results in that party being unable to observe or perform on time an obligation under these Terms. Such circumstances include:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster; and
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.

Government Agency means any government or governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity which has relevant jurisdiction.

Intellectual Property Rights means any and all present and future intellectual and industrial property rights anywhere in the world including rights in respect of or in connection with any:

- (a) related confidential information, trade secrets, knowhow or any right to have information kept confidential;
- (b) copyright (including future copyright and rights in the nature of or analogous to copyright including any database rights);
- (c) inventions (including patents);
- (d) trade marks, service marks and other related marks;

- (e) designs;
- (f) business names, domain names and company names;
- (g) semiconductor rights, eligible layouts and circuit layouts; and
- (h) software, software programs and source code,

whether or not existing at the date of these Terms and whether or not registered or registrable and includes any and all variations, modifications or enhancements to each of them together with any application or right to apply for registration of those rights and includes all renewals and extensions.

Law means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in any jurisdiction.

Licence has the meaning given in clause 4.1.

Loss means any damage (whether foreseeable or not), loss, cost or expense (including reasonable legal fees) and which may arise directly or indirectly but does not include indirect or consequential loss or damage.

LSSA (or we, our, us) has the meaning given in clause 1.2.

LSSA System means each combination of equipment, software, services, networks (including telecommunications and data networks) and other infrastructure used by LSSA to provide the Online Services.

Online Services has the meaning given in clause 1.1.

Personal Information has the meaning given in the Privacy Act.

Personnel means, in respect of a party, the officers, employees, contractors (including subcontractors) and agents of that party.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Laws means both the Privacy Act and any other law or guideline, order or direction made by a Government Agency or other authorised body under any law relating to privacy, data protection, surveillance, direct marketing, data security or the handling of Personal Information or data with jurisdiction over us or you (as applicable).

Terms means the terms set out on this page, including any specific terms that relate to particular Online Services.

Third Party System means any software or system supplied by a third party with which any of the Online Services integrate, interface or interoperate with to allow LSSA to deliver the Online Services.

You and your means you personally, your business entity and officers, Personnel, employees and agents of your business entity.

Your Content means any data, information, metadata or other information and materials provided to us by you or otherwise obtained from you in your dealings with us through your use of the Website and utilising the Online Services.

20. ASSISTANCE

For any assistance, please contact LSSA's Customer Support Team between the hours of 9:00am to 5:00pm Monday to Friday.

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