

## IMPORTANT NOTICE

If You are registered as a lawyer or conveyancer, REI QuiContract supplies all documents prescribed as at the date of this notice by the Conveyancing (Sale of Land) Regulation 2017.

If You are registered as a real estate agent or home seller, the final set of contract documents provided by REI QuiContract will satisfy all legal requirements enabling the sale property to be marketed unless the sale property includes a swimming pool, because REI QuiContract will not provide You the required swimming pool certificate.

If You are registered as a real estate agent or home seller, You should forward REI QuiContract document emails to a lawyer or conveyancer progressively as you receive them.

A contract for sale **must never be exchanged** without review by a legal representative.

## REI Quicontract (REIQC) - Terms and Conditions

---

This End User Agreement (**Agreement**) sets out the terms upon which REIQC will permit the licensee (**You or Your**) to use the Product.

### 1. USE OF REIQC

- 1.1 In order to use the Product, You must agree and accept the terms of this Agreement. If You do not, or cannot, agree to the terms of this Agreement, You are not permitted to access or use the Product and You should not submit an Registration Form or access or use the Product.
- 1.2 The submission of an Registration Form is deemed to be: (a) an application by You to use the Product; and (b) Your acceptance of the terms of this Agreement.
- 1.3 Subject to the terms of this Agreement, including receipt of a completed Registration Form and the payment of any Fees under clause 2, REIQC will permit You and Your Authorised Users to use the Product on a non-exclusive and non-transferable basis.
- 1.4 Following receipt of the name and email address of an Authorised User, REIQC will provide Log-In Details for Your Authorised User to access the Product on Your behalf via the Website. REIQC will provide the Log-In Details directly to the Authorised User.
- 1.5 You must, and You must ensure that each of Your Authorised Users, keeps the Log-In Details confidential and not share these with any third party.
- 1.6 The rights granted under this Agreement will commence on the Commencement Date and will continue until they are terminated under this Agreement.
- 1.7 Access to a Contract is available for a period of 12 months from the date on which the Contract is supplied.

### Registration

- 1.8 You acknowledge and agree, and You must (as applicable) ensure that each of Your Authorised Users acknowledges and agrees, that:
  - (a) use of the Product may require the collection and disclosure of information (including Personal Information) about You and the Authorised User, by REINSW and REIQC (**Registration Information**);
  - (b) the Registration Information provided in, and in relation to, an Registration Form is reviewed and assessed by REINSW and REIQC or their contractors;
  - (c) REINSW and REIQC may use the Registration Information to provide or facilitate the provision of products, services, and benefits to You, and the Authorised User, and for any other purpose specified in the Online Services Privacy Policy;

- (d) if You allow an Authorised User to use the Product, then You will be required to supply Personal Information in relation to those Authorised Users;
- (e) if the Registration Information is not provided, REINSW may not be able to assess and process the application or, if the application is approved, provide services to the Authorised Users effectively or at all;
- (f) when using the Website and Product, You and the Authorised User will not be able to be anonymous or maintain anonymity;
- (g) if You or Your Authorised User do not use the Log-In Details, You or the Authorised User will not be able, and will not be permitted, to access the Product;
- (h) if any individual attempts to register with the Product, the Website will record the registration details and REINSW and REIQC may use those details (which may include Personal Information) for marketing and research purposes, and for any other purpose specified in the Quicontract Privacy Policy;
- (i) if a registration attempt(s) is unsuccessful, REIQC may attempt to contact the individual (from the details entered into the registration screen) in an attempt to resolve the unsuccessful registration attempt(s);
- (j) if a Real Estate Agent user is not a current member of REINSW, then REINSW may invite the individual to become a member of REINSW;
- (k) REIQC will need to identify the Authorised User in order to complete and process any online purchase of any product or service; and
- (l) identification is necessary to ensure the integrity of the processing of any payment for any product or service made by a registered user.

### **Restrictions on use**

- 1.9 You must not and You must ensure that each of Your Authorised Users do not:
- (a) allow anyone other than You or Your Authorised Users to use the Product;
  - (b) distribute, sell, or otherwise make the Product available to any third party without the express written consent of REIQC;
  - (c) infringe REIQC's Intellectual Property Rights or any other third party's Intellectual Property Rights;
  - (d) use the whole or part of any of the Product in an unlawful manner, including for any anti-competitive purpose, or to create, reproduce, distribute, or publish any material which is defamatory, offensive or unlawful;
  - (e) modify, adapt, translate, decompile, decipher, disassemble, reverse engineer, or otherwise decrypt the whole or any part of the Product (including any blocked fields, text, or uneditable content within the Product);
  - (f) create derivate works of, or based on, the whole or any part of the Product;
  - (g) use the Product or exercise any Intellectual Property Right in respect of the Product other than as expressly permitted under this Agreement;
  - (h) insert or install, or allow to be inserted or installed, viruses, HTML, Java, SQL Injection, malware, or other similar intrusive programs into the Product;
  - (i) make any changes or modifications to the whole or any part of the Product, including any blocked fields, text, or uneditable content within the Product;
  - (j) conduct any other activity that may expose REIQC to criminal or civil liability; or
  - (k) disregard the important notice at the beginning of these terms and conditions - namely, that the Contract may not include copies of all documents prescribed by law to be attached to a contract for sale for marketing purposes if the property includes a swimming pool, should be forwarded to a legal representative for review, and must not be exchanged without that review.

### **Additional requirements**

- 1.10 You acknowledge and agree, and You must (as applicable) ensure that each of Your Authorised Users acknowledges and agrees, to the following:
- (a) You must pay for all Title Searches and Contracts You or Your Authorised User order using the Product.

- (b) The Product is provided on an “as available” and “as is” basis.
- (c) You must ensure the accuracy of all Your and Your Authorised User's data contained in the Product at all times.
- (d) You agree to use the Product without any modification or variation, electronically or otherwise.
- (e) REINSW or REIQC will prescribe minimum requirements for Your computers in order for You to use the Product and You must ensure that You and Your Authorised Users meets any such requirements. REINSW or REIQC may notify You of such requirements via email or by publishing them on the Website.
- (f) The Product, or parts of the Product (including without limitation the software platform, user interface and electronic searches and documents), may be modified, updated, replaced, deleted, or enhanced by REIQC without notice from time to time in its absolute discretion.
- (g) REIQC may engage and appoint an External Provider to provide updates, technical or product support, or other services in relation to the Product.
- (h) The Product may contain links, features, or an interface with External Technology.
- (i) If You or Your Authorised User accesses the External Technology, then You and the Authorised User do so at Your and the Authorised User's own risk.
- (j) REIQC may from time to time provide You with special offers or promotions, which may be subject to terms and conditions additional to the terms of this Agreement. If additional terms apply, they will be stated at the time of the offer or promotion.
- (k) REIQC may enter into arrangements with a Goods and Services Provider for the purposes of:
  - (i) facilitating Your use of External Technology through Your use of the Product, including integrating the Product with third party services, websites, or applications to provide You with content, goods, or services; or
  - (ii) offering or providing You with goods and services associated with the Product (including as a reseller), which You may elect to purchase or subscribe to.
- (l) Your use of the External Technology or purchase or subscription to a good or service pursuant to clause 1.10(k) may be subject to the terms and conditions of the Goods and Service Provider or the provider of the External Technology.
- (m) REIQC may use and disclose information (including in the manner referred to the Quicontract Privacy Policy) from your Title Searches and completed Contracts to the owners or operators of the External Technology or Goods and Services Providers including for the purposes of carrying out statistical analysis and research, analysing and improving products, services, and benefits to its users, and for any other purpose described in the Quicontract Privacy Policy. REIQC may in connection with these matters also disclose de-identified information to third parties.
- (n) REIQC may at any time terminate or discontinue its arrangements with any Goods and Services Provider, which may impact on Your use of External Technology or goods or services, including non-delivery of goods or services or termination of subscriptions to goods or services (**Non-Delivery**). If Non-Delivery occurs, REIQC may, at its discretion, provide You with a pro-rata refund of any fees paid for the goods or services. The maximum refund or compensation payable to You under this clause 1.10(n) is limited to the fee You paid for the good or service.
- (o) REIQC has no control over, and is not responsible for, the computer systems, content, networks, offerings, products, goods, or services of External Providers, providers of the External Technology, or Goods and Services Providers.
- (p) REIQC does not guarantee, warrant, or assume liability for any of the operation, functionality, access or compatibility of the External Technology or any goods or services provided by the External Providers or Goods and Services Providers.
- (q) You must, and must ensure that Your Authorised Users do, carefully review the privacy statements and terms and conditions (including terms of use) of the External Providers, providers of the External Technology and Goods and Services Providers.
- (r) Links or features included in the Product to External Technology do not constitute any endorsement, approval, recommendation, or preference by REIQC of the owners or operators of the External Technology, or of any information or Goods and Services available or offered on or by the External Technology.

- (s) You or Your Authorised Users may be asked to, and you must, confirm personal, organisation, membership or ownership details, as required, for registration and database management purposes.
  - (t) If the Product is hosted by an External Provider on behalf of REIQC, then You and Your Authorised Users must accept the terms of use of any such External Provider to access the Product.
  - (u) If, through any use, malfunction, error, or abuse of the Product, You or Your Authorised User obtains access to Personal Information or any other data or information belonging or relating to REIQC or any other member or subscriber to the Product, then You must immediately notify REIQC of such use, malfunction, error, or abuse. You undertake that, and You must ensure that each of Your Authorised Users undertakes that, You and the Authorised User will not, access, use, sell, publish, or in any way disclose or distribute such data or information. You indemnify REIQC for any loss caused by Your or Your Authorised Users access, use, sale, publication, disclosure or distribution of such data or information.
- 1.11 You must notify REIQC in writing or by email of any changes to Your Authorised Users (including cancellations of former staff members).
- 1.12 You are liable for the use of the Product, and compliance with the terms of this Agreement, by Your Authorised Users.

### **Technical Support**

- 1.13 REIQC or its External Providers will ensure that technical support is available for the Product on 1300 057 875 between 9.00am and 5.00pm (AEST) on a Business Day. You acknowledge that technical support is limited to the technical use of the Product but does not extend to issues related to the operation of Your computer hardware, operating systems, software, network, firewall, anti-virus software, or any other software or program on Your computer.

### **Loss**

- 1.14 You acknowledge that REIQC and others may suffer direct or indirect loss and damage through the unauthorised or unlawful access, use, disclosure, copying, or distribution of the Product or information obtained through use of the Product or External Technology by You or Your Authorised User or if You or Your Authorised User uses the Product through or in conjunction with equipment or software which does not meet the requirements as notified to You in accordance with this Agreement.

## **2. ACCOUNTS, PRICES AND PAYMENT**

- 2.1 After REIQC accepts Your application to use the Product an REIQC Account will be created for You.
- 2.2 Payments for Title Searches and Contracts can only be made by credit card using the online payment facility contained in the Product.
- 2.3 A Title Search must be paid for by auto direct debit when You or Your Authorised User is provided the Title Search and price for supply of a Contract.
- 2.4 Subject to clause 1.7, You can print any Contracts again, without further charge, but once finalised, certain fields of a Contract may not be able to be edited and the finalised form may bear a watermark which cannot be removed or changed.
- 2.5 Where GST is payable on any taxable supply made under this Agreement, You agree that the fee payable for this supply will be increased by an amount equivalent to the GST payable by REIQC or an External Provider in respect of that supply. You will pay any tax (including GST) or other charge (including credit card charge) displayed by REIQC as payable by you before you pay for Product.
- 2.6 Where You are required by law, regulation, Government authority, or for any other reason (whether inside or outside Australia) to withhold or deduct any amount from the Fees payable to REIQC under this Agreement, You agree that the Fees payable to REIQC will be increased to the extent required to ensure that the amount actually received by REIQC is equal to the Fees You are required to pay under this Agreement.
- 2.7 REIQC reserves the express right to make promotional offers for access to the Product or in relation to

the Price payable for any Title Search or Contract to subscribers or to the public at large on any terms and subject to any conditions it deems fit, and may from time to time without notice alter all or any of its Prices.

- 2.8 REIQC reserves the right to charge its 3 categories of user (home sellers, real estate agents and legal representatives) different prices for any Product item. If any user incorrectly identifies which category of user it is when registers, and receives a pricing benefit as a result of that incorrect identification, REIQC may recover the amount of that pricing benefit from the user.

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1 You acknowledge that all title, Intellectual Property Rights and other proprietary rights to the Product are owned by REIQC, its licensors, or the External Providers.
- 3.2 You acknowledge that the Product may incorporate software or other information which is subject to Intellectual Property Rights owned by third parties or the External Providers.
- 3.3 You acknowledge that You or Your Authorised Users do not acquire any:
- (a) Intellectual Property Rights or any other rights in respect of the Product or any part of it; or
  - (b) an interest in any Intellectual Property Rights of any third party which are incorporated in the Product.
- 3.4 You acknowledge that the trade marks which appear in or are produced through the use of the Product are owned by REIQC, third parties, or External Providers and that You must not infringe the rights in those trade marks.
- 3.5 You must notify REIQC immediately on becoming aware of any suspected infringement or alleged infringement by You, or anyone else, of the Intellectual Property Rights in the Product.

### **4. NO WARRANTY, LIMITATION OF LIABILITY, AND INDEMNITY**

- 4.1 You agree that REIQC and its External Providers are not responsible and have no liability:
- (a) if You or one of Your Authorised Users fails to operate or use the Product, an External Technology, or a Goods and Services Provider's Product correctly or in accordance with any user guides or instructions provided by REIQC, the External Providers, or Goods and Services Providers from time to time;
  - (b) if You or one of Your Authorised Users uses:
    - (i) the Product in breach of this Agreement; or
    - (ii) an External Technology or a Goods and Services Provider's Product in breach of an agreement You have with that External Technology or Goods and Services Provider;
  - (c) if any equipment or software (including any browser or server software operated by a third party, an External Provider, External Technology, or a Goods and Services Provider) fails when used with or in connection with the Product, External Technology, or a Goods and Services Provider's Product;
  - (d) if You or one of Your Authorised Users uses the Product, an External Technology, or the computer system or network of a Goods and Services Provider through any equipment or software which does not meet the requirements notified to You by REIQC, any External Provider, External Technology, or a Goods and Services Provider;
  - (e) if a computer virus enters or damages Your computer system or network as a result of the use of the Product or the use of the computer system or network of an External Technology or a Goods and Services Provider;
  - (f) for the telecommunications systems or internet service which You or one of Your Authorised Users uses to access the Product or the computer system or network of an External Technology or a Goods and Services Provider
  - (g) for the failure of any telecommunications system or internet service which You or one of Your

Authorised User uses;

- (h) for the operation of any software You or one of Your Authorised Users installs to enable the use of the Product or the computer network system or network of an External Technology or a Goods and Services Provider;
  - (i) if You fail to ensure that You or one of Your Authorised Users' information contained in the Product is correct at all times, if You fail to advise REIQC of any changes to such data, or if You supply incomplete or incorrect data to REIQC at any time;
  - (j) for any use or access by You or one of Your Authorised Users of an External Technology or a Goods and Services Provider's Product;
  - (k) in relation to any material, information, data, or the like, available on, or included or contained in, any External Technology; or
  - (l) if the Contract fails to include copies of all documents prescribed by law to be attached to a contract for sale because it may not include a swimming pool certificate and may not include other prescribed documents. This Contract should therefore always be forwarded to a legal representative for review and must not be exchanged without that review.
- 4.2 To the extent permitted by law, REIQC makes no representations or warranties, either express or implied:
- (a) in relation to the accuracy, completeness, quality, merchantability, performance, or fitness for a particular purpose of the Product, an External Technology, or a Goods and Services Provider's Product;
  - (b) that the Product, an External Technology, or a Goods and Services Provider's Product will meet Your or Your Authorised Users' requirements;
  - (c) that the operation or use of the Product, an External Technology, or a Goods and Services Provider's computer system or network will be uninterrupted or error-free or that any errors or defects will be corrected;
  - (d) regarding the interoperability, compatibility, or coexistence of the Product, an External Technology, or a Goods and Services Provider's Product with Your operating system, software, particular network environment or hardware;
  - (e) in relation to any material, information, data or the like available on, or included or contained in the Product or any External Technology; or
  - (f) that the Contract necessarily includes copies of all documents prescribed by law to be attached to a contract for sale because it may not include a swimming pool certificate and may not include other prescribed documents. This Contract should therefore always be forwarded to a legal representative for review and must not be exchanged without that review.
- 4.3 To the maximum extent permitted by law, any conditions or warranties imposed by or implied under any law are excluded.
- 4.4 REIQC's total liability for any breach of a term, condition or warranty implied by law which cannot be excluded is limited, at REIQC's election, to:
- (a) providing the Title Search and Contract again;
  - (b) paying the cost of acquiring equivalent goods or services; or
  - (c) refunding You the Price of the Title Search and Contract.
- 4.5 To the maximum extent permitted by law, REIQC is not liable to You or Your Authorised Users in respect of:
- (a) any loss, damage, or injury (including without limitation any direct loss, loss of profit, loss of data, indirect or consequential loss, damage or injury, or loss of opportunity or business interruption) whatsoever, arising:
    - (i) from the non-supply, supply, or use of the Product, an External Technology, or a Goods and Services Provider's Product; or
    - (ii) in relation to any person's use of or reliance on the Product, an External Technology, or a Goods and Services Provider's Product, or

- (b) any defect, failure, or other deficiency in the Product, an External Technology, or a Goods and Services Provider's Product,

even if REIQC has been advised of the possibility of such loss, damage, or injury; and whether arising out of any breach of this Agreement or arising under contract, tort (including negligence), equity or statute.

- 4.6 You release REIQC from any claim arising in connection with the use of the Product, an External Technology, or a Goods and Services Provider's Product.
- 4.7 You indemnify REIQC against all losses, claims, liabilities, costs (including legal costs on an indemnity basis), damages, penalties (whether civil or criminal), and amounts REIQC is required to pay towards the settlement of any claim or expense which REIQC or an External Provider may sustain or incur at any time, actually or contingently, arising from, or as a result of (either directly or indirectly), Your or any of Your Authorised User's breach of this Agreement or any applicable law including any Privacy Law.

## **5. TERMINATION**

- 5.1 REIQC may, in its absolute discretion, terminate this Agreement immediately:

- (a) if You breach any of the terms of this Agreement (but REIQC may elect to offer You the opportunity to rectify any breach upon such terms and conditions as REIQC may in its absolute discretion determine);
- (b) if You are a corporation, You become the subject of any insolvency proceedings or if a manager or receiver is appointed in respect of Your business;
- (c) if You are a firm or partnership, Your firm or Your partnership is dissolved; or
- (d) if You are an individual, You become bankrupt.

- 5.2 In addition to the rights in clause 5.1, REIQC may terminate this Agreement at any time without cause by notice in writing or via the Product.

- 5.3 You may terminate this Agreement at any time without cause by giving notice in writing to REIQC.

- 5.4 If this Agreement is terminated, Your and Your Authorised User's right to use the Product is immediately revoked from the time of termination of the Agreement and REIQC will immediately suspend Your access to the Product.

## **6. SERVICE INTERRUPTION AND FORCE MAJEURE**

Notwithstanding any other provision of this Agreement, REIQC will not be liable for any failure to fulfil any term of this Agreement if such fulfilment is delayed, prevented, restricted, or interfered with due to any legislative change, hardware, or software failure of the Product, virus, power or telecommunications outage or failure, failure of the internet, or a Force Majeure Event.

## **7. PRIVACY**

- 7.1 REIQC will collect, hold, use, and disclose Personal Information for the purposes and in the manner set out in the Quicontract Privacy Policy.

- 7.2 You consent, and You must ensure that each of Your Authorised Users consents, to the collection, holding, use, and disclosure of Your and each of Your Authorised Users' Personal Information by REINSW and REIQC for the purposes and in the manner set out in the Quicontract Privacy Policy. You acknowledge that the Quicontract Privacy Policy only applies to the extent that REINSW and REIQC collect, hold, use, and disclose Personal Information.

- 7.3 In accessing, collecting, using, and disclosing any Personal Information to REIQC (including via the Product or accessing and using External Technology in connection with the Product) You must, and You must ensure that each of Your Authorised Users:
- (a) comply with all applicable Privacy Laws; and
  - (b) obtain the express, voluntary, informed, and current consent of each individual from whom Personal Information is collected by You or an Authorised User for the collection, use, and disclosure by REIQC of that information for the purposes and in the manner set out in the Quicontract Privacy Policy.
- 7.4 You warrant that You have obtained the express, voluntary, informed, and current consent of each individual from whom Personal Information is collected by You or an Authorised User for the collection, use, and disclosure by REIQC of that information for the purposes and in the manner set out in the Quicontract Privacy Policy.
- 7.5 You agree and acknowledge, and must ensure that each of Your Authorised Users agrees and acknowledges, that:
- (a) You and each Authorised User has complied with and continues at all times to comply with clauses 7.1 to 7.3, and all applicable Privacy Laws in relation to the access, control, collection, use, processing, and disclosure of Personal Information or personal data of You and the Authorised User; and
  - (b) REIQC is permitted to exchange a user's or their client's Personal Information with other organisations as set out in this Agreement and in the Quicontract Privacy Policy.

## **8. GENERAL**

### **Variation**

- 8.1 REIQC may vary this Agreement at any time and in its absolute discretion, by giving You written notice or by publishing the variations on the Website. Your continued use of the Product will constitute acceptance of any such variation. Any other changes to this Agreement must be agreed to in writing by both Parties.

### **Entire Agreement**

- 8.2 This Agreement constitutes the entire understanding and agreement of the Parties in connection with its subject matter and supersedes any and all other communications, negotiations, arrangements, agreements and representations, either oral or written by either Party or its officers, employees or agents, made prior to the Commencement Date in connection with its subject matter.

### **Severability**

- 8.3 If a provision of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed from the remainder for the purposes of enforcement in that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

### **Waiver**

- 8.4 Any failure by REIQC to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision.

### **Assignment**

- 8.5 You must not assign, sub-licence, transfer, or novate this Agreement or all or any of Your rights or obligations under this Agreement without REIQC's prior express written consent. You must not permit any third party to use or copy the Product. Such actions by You will be considered a repudiation of this Agreement entitling REIQC to terminate this Agreement and recover damages.



8.6 REIQC may assign this Agreement to any successor to REIQC's business or any party nominated by REIQC.

### **Governing Law**

8.7 This Agreement is governed by the laws in force in New South Wales, Australia.

8.8 Each Party irrevocably submits to the jurisdiction of the courts of New South Wales and the Commonwealth of Australia.

### **Interpretation of this Agreement**

8.9 In this Agreement:

- (a) headings are for convenience only and do not affect how this Agreement is interpreted;
- (b) the singular includes the plural and vice versa;
- (c) if a word is defined, its other grammatical forms have a corresponding meaning;
- (d) the use of words such as “includes” or “including” means “including but not limited to”;
- (e) the word “person” includes a firm, a body corporate, a partnership, an unincorporated association or an authority;
- (f) a reference to this Agreement or a statute is a reference to this Agreement or statute as amended, varied, novated or replaced from time to time; and
- (g) Where a notice is required to be given to You in writing, such notice can be given by REINSW or REIQC to You by electronic notice or communication posted or displayed on the Website or by letter or email to the address or email address which You specify on the Registration Form, or subsequently notify REIQC in writing.

## **9. DEFINITIONS**

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

**Agreement** means this agreement including any attachments and annexures.

**Authorised User** means Your:

- (a) director;
- (b) partner;
- (c) principal;
- (d) officer;
- (e) employee;
- (f) Contractor,

or anyone else who uses Your Log-In Details to access the Product.

**Business Day** means a day which is not a Saturday, Sunday, a public holiday or a bank holiday in New South Wales.

**Commencement Date** means the date of acceptance of Your application to use the Product by REIQC.

**Contract** means online property sale contracts ordered from and delivered by REIQC.

**External Provider** means any person or entity which provides services or equipment to REIQC in connection with the Product, including hosting services, software updates and new releases, equipment, support services, product development and other services.

**External Technology** means a website, software, application programming interface, mobile application, online service, or other form of technology which REIQC does not operate and includes, without limitation, any technology operated, offered, or provided by a third party such as, REINSW, a third party who REIQC has an integration arrangement with, or a Goods and Services Provider.

**Force Majeure Event** means without limitation any act of god, inclement weather, failure or shortage of power supplies, floods, drought, lightning strike, fire, lock-out, trade dispute or labour disturbance, any act or omission of any government agency, highways or authorities.

**Goods or Services** means a good, service or (for the purpose of this definition) insurance.

**Goods and Services Provider** means any person or entity which provides a Good or Service to You (other than REIQC or the External Provider) through Your use of the Product.

**Goods and Services Provider's Product** means a Good or Service of a Goods and Services Provider.

**GST** has the meaning given to it under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Intellectual Property Rights** means all industrial and Intellectual Property Rights throughout the world and includes rights in respect of copyright, patents, trade marks, design, trade secrets, know-how, confidential information and circuit layouts.

**Legal representative** means a home seller's lawyer or conveyancer.

**Log-In Details** means the user name or user ID and password provided by REIQC under clause 1.4.

**Party** or **Parties** means, as the context requires, REIQC or You, or both REIQC and You.

**Personal Information** means 'personal information' as defined in the Act and may include 'sensitive information' (as defined in the Act).

**Price** means the cost of a Title Search or Contract ordered via the Product, as set out in the REIQC Price List.

**Privacy Laws** means the Act and all other laws, regulations, principles, standards, codes of conduct and guidelines regulating the access, control, collection, use, processing, and disclosure of Personal Information or personal data.

**Product** means the online marketing contract ordering system owned by REIQC and known as "REI Quicontract" (available at [www.reiquicontract.com.au](http://www.reiquicontract.com.au), [www.reinsw.com.au/quicontract](http://www.reinsw.com.au/quicontract) or such other website as nominated by REIQC from time to time) which enables or assists You to order an online Contract.

**Registration Form** means the online registration form completed by You to subscribe to the Product which includes the terms of this Agreement.

**Quicontract Privacy Policy** means the privacy policy that can be found via link to the Website.

**REINSW** means The Real Estate Institute of New South Wales Limited (ABN 51 000 012 457).

**REIQC** means Quicontract Pty Ltd (ABN 73 609 909 935) trading as REI Quicontract.

**REIQC Account** means the account created for You by REIQC following approval of Your registration to use the Product.

**REIQC Price List** is the list (as amended from time to time in accordance with clause 2 of this Agreement, or as notified by REIQC from time to time) of electronic searches and documents, and their respective prices, which are available for purchase through the Product.

**Title Search** means a property title search or authority certificate ordered via the Product.

**You** and **Your** means the licensee listed on the Registration Form.

**Last updated on: October 2020**

**Website** means [reiquicontract.com.au](http://reiquicontract.com.au), [www.reinsw.com.au/quicontract](http://www.reinsw.com.au/quicontract) or such other website as nominated by REIQC from time to time.