

Do it yourself Verification of Identity (VOI) Tool for Property Transfers Terms and Conditions

1 The Do it yourself VOI Tool and You

- 1.1 Access to and use of the do it yourself VOI Tool is provided to You subject to these Terms.
- 1.2 By accepting these Terms during the initial online registration process and then accessing or using the do it yourself VOI Tool, You agree to be bound by these Terms.
- 1.3 We reserve the right to amend these Terms at any time. We will notify any such changes through the do it yourself VOI Tool (**Notification of Change**). Your continued use of the do it yourself VOI Tool following the posting of a Notification of Change will constitute acceptance that You are bound by the Terms as amended.

2 Meaning of Words

- 2.1 When used in these Terms, the following words have the meanings given below:

“**Confidential Information**” means all information disclosed to You, under or in connection with this agreement including:

- a) information which, either orally or in writing, is indicated as being the proprietary or confidential information of Australia Post or any of its Related Bodies Corporate;
- b) information which by its nature, it is confidential;
- c) information which You know, or ought to know, is confidential; and
- d) trade secrets or information which is capable of protection at law or equity as confidential information,

whether the information was disclosed:

- e) orally, in writing or in electronic or machine readable form;
- f) before, on or after the date of this agreement;
- g) as a result of discussions between You and Australia Post concerning or arising out of the provision of this agreement; or
- h) by Australia Post or any of its Representatives, any of its Related Bodies Corporate, any Representatives of its Related Bodies Corporate or by any third person.

“**Do it yourself VOI Tool**” means this website, used by You to:

- a) record a PBI’s contact details;
- b) capture digital copies of Documents; and

c) upload digital copies of Documents to the VOI Report Portal,
in the course of verifying a PBI's identity.

"**Documents**" means any documents or images sighted by You or created by You for the purpose of verifying a PBI's identity in accordance with the Verification of Identity Standard.

"**Loss**" means any damage, loss, cost and expense (including legal and other professional advisors' costs and expenses) suffered by a party.

"**Person Being Identified**" or "**PBI**" means an individual who has presented to You to have their identity verified by You in the course of a land title transaction.

"**Related Body Corporate**" has the meaning set out in the *Corporations Act 2001* (Cth).

"**Representative**" of a party includes an employee, agent, officer, director, contractor or sub-contractor of that party or of a Related Body Corporate of that party.

"**Terms**" means these terms and conditions, as amended from time to time.

"**Verification of Identity Standard**" means the verification of identity standard prescribed in either the participation rules for electronic conveyancing, or an instrument setting out verification of identity requirements for paper-based conveyancing, determined by the relevant Registrar or Registrar General from time to time in a relevant jurisdiction.

"**VOI Report Portal**" means the do it yourself VOI Tool functionality described in clause 3 of these Terms.

"**We**", "**Us**" or "**Our**" means the Australian Postal Corporation (ABN 28 864 970 579), a body corporate established under the *Postal Services Act 1975* (Cth), the existence of which is continued by section 12 of the *Australian Postal Corporation Act 1989* (Cth), and whose registered office is at 111 Bourke Street, Melbourne, Victoria 3000.

"**You**" and "**Your**" means the registered user of the do it yourself VOI Tool.

3 The do it yourself VOI Tool

- 3.1 The do it yourself VOI Tool is a website that permits you, in the course of verifying a PBI's identity, to capture digital copies of the PBI's Documents and to upload those digital copies to the VOI Report Portal. The do it yourself VOI Tool is accessible at <https://auspost.com.au/propertytransfer/#/login>
- 3.2 The VOI Report Portal is an online portal or system that can be accessed via the do it yourself VOI Tool. It provides for the secure receipt, storage and review of a PBI's Documents sighted or completed by you as part of your identity verification process. The VOI Report Portal is also accessible at <https://ltdia.com.au>
- 3.3 We may from time to time introduce other services that form part of, or complement, the do it yourself VOI Tool. Such additional services may be made available to you with or without charge. We will notify you, and obtain your consent, before providing any service that attracts an additional charge.

4 Registration to use the do it yourself VOI Tool

- 4.1 You must register to use the do it yourself VOI Tool.
- 4.2 On successful registration, we will provide You with access to the do it yourself VOI Tool.
- 4.3 As part of the registration process:
 - (a) You will be assigned a do it yourself VOI Tool username (being the email address you nominated when completing your registration form); and
 - (b) We will set a default password for You (and provide instructions on how to change your password should you wish to do so).

You must not share your username and password with any other person, and you must ensure that it remains secure (We also recommend You change your password regularly).

- 4.4 You agree to provide true, accurate, current and complete information about yourself as part of your registration and to promptly update your registration information to keep it true, accurate, current and complete. If you do not keep your information current your use of the do it yourself VOI Tool may be affected and you may not be able to use the do it yourself VOI Tool to full advantage.
- 4.5 If you provide any information that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that such information may be untrue, inaccurate, not current or incomplete, we may in our sole discretion suspend or terminate your access to the do it yourself VOI Tool and refuse any and all current or future use of the do it yourself VOI Tool on written notice to you.
- 4.6 You are solely responsible for any use of the do it yourself VOI Tool using your username and password, whether or not such use has been authorised by you. You agree to immediately notify us of any unauthorised use or suspected unauthorised or fraudulent use of the do it yourself VOI Tool or any other breach of security. You must ensure that you log out of the do it yourself VOI Tool at the end of each session.

5 Fees and Charges

- 5.1 A fee of \$14.95 (including GST) will be charged per VOI Report request submitted in the do it yourself VOI Tool.
- 5.2 We reserve the right to change the amount of the fee specified at clause 5.1 at any time. We will notify you – by email to your nominated email address – of any such change at least 30 days prior to the change coming into effect.

6 Taxes

- 6.1 Unless otherwise specified, all amounts payable under these Terms are inclusive of GST. We agree that to the extent We make taxable supplies under these Terms, We shall issue a tax invoice to the Customer.
- 6.2 If the GST rate changes and results in an increased GST liability for Us in respect of any taxable supply made under these Terms, We can recover this amount from You.
- 6.3 If a supply made under these Terms is treated as not subject to GST but is, or becomes, a taxable supply, We may charge and recover from You, in addition to any other consideration paid or payable, an amount equivalent to the GST payable on that taxable supply.
- 6.4 If, in relation to a supply made under these Terms, an adjustment event occurs that gives rise to an adjustment, then the price of that supply (including any applicable GST) will be adjusted accordingly and where necessary, a payment will be made to reflect that adjustment. As a precondition to Us paying any amount to You in respect of an adjustment, You must issue a compliant adjustment note.
- 6.5 Unless the contrary intention appears, words or expressions used in this clause 8 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning.

7 Your Conduct

- 7.1 You agree to not use the do it yourself VOI Tool (including the VOI Report Portal) to:
- a) introduce, upload, post, transmit or otherwise make available any:
 - (i) content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
 - (ii) content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as personal information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - (iii) content that infringes any intellectual property or other proprietary rights of any party;
 - (iv) content that is unsolicited or unauthorized advertising, promotional materials, "junk Documents," "spam," "chain letters," "pyramid schemes," or any other analogous form of unsolicited material;

- (v) material that contains software viruses, worms, Trojan or other malicious code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- b) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- c) engage, or attempt to engage, in the practices of "screen scraping", "database scraping", "data mining" or any other activity with the purpose of obtaining lists of users or other information from the do it yourself VOI Tool or use web "bots" or other similar data gathering or extraction methods, or permit or enable another party to do so;
- d) interfere with or disrupt the do it yourself VOI Tool or servers or networks connected to the do it yourself VOI Tool, or disobey any requirements, procedures, policies or regulations of networks connected to the do it yourself VOI Tool, including using any device or software; or
- e) violate (intentionally or otherwise) any applicable local, state, national or international law.

7.2 You acknowledge and agree that you have the authority and capacity to accept and be bound by these Terms.

8 Your Acknowledgements and Warranties

8.1 You acknowledge and agree:

- a) in making the do it yourself VOI Tool available to You, We are not verifying and do not verify the identity of a PBI who has presented to you for identity verification;
- b) Your use of the do it yourself VOI Tool does not discharge you of:
 - (i) Your responsibility to verify the identity of a PBI; and
 - (ii) all of Your obligations under the Verification of Identity Standard.

8.2 You represent and warrant to Us:

- a) that you have the authority and capacity to accept and be bound by these Terms;
- b) that where you are registering for or using the do it yourself VOI Tool on behalf of your business or organisation, you are deemed to have confirmed to us that you conduct business, or your organisation operations, under the name you have provided, that you are entitled or authorised to use that name, and that you are authorised to register on behalf of that business or organisation and to supply that business or organisation's information to us;
- c) You will use the do it yourself VOI Tool (including the VOI Report Portal) in good faith and will comply with these Terms and any applicable local, state, national or international law,

and that from the time of Your registration to use the do it yourself VOI Tool and at all times until termination (for whatever reason), You are:

- d) a conveyancer currently licensed or registered under conveyancing legislation in one or more relevant Australian jurisdictions to carry on a business that consists of or involves the preparation of conveyancing instruments for fee or reward; or
- e) a legal practitioner currently entitled to practice the profession of law under legal practitioner legislation in one or more relevant Australian jurisdictions; or
- f) a credit provider that holds all licences and authorisations required to provide credit; or
- g) a public body responsible for the management and administration of the land registry or title office in a relevant Australian jurisdiction.

9 Internet and email access / No guarantee of access

- 9.1 To access and use the do it yourself VOI Tool, you'll need to have access to the internet and email. Your Internet Service Provider (ISP), not Australia Post, is responsible for providing internet access (subject to any agreement you have with them) and you are responsible, and solely liable, for any account charges or other costs associated with obtaining internet access and the ISP's service.
- 9.2 To the extent permitted by law (including without limitation, the *Competition and Consumer Act 2010* (Cth)) and subject to clause 14:
- (a) We make no representations, warranties, or guarantees in relation to the availability, continuity, reliability, accuracy, currency or security of the do it your self VOI Tool or any internet service provider (ISP) services, unless specifically stated otherwise; and
 - (b) We will not be liable if the do it yourself VOI Tool is inaccurate, outdated or incorrect; and
 - (c) We will not be liable if the do it yourself VOI Tool or ISP services are unavailable for any reason, including as a result of:
 - (i) A telecommunication interruption, delay, bottleneck, failure or fault;
 - (ii) Negligent, malicious or wilful acts or omissions by third parties (including our third party service providers) but not including any fraudulent conduct engaged in on behalf of or on the part of Australia Post;
 - (iii) Maintenance or repairs of the systems used in connection with the provision of the do it yourself VOI Tool or ISP services, carried out by us or any third party service provider; and
 - (iv) Services provided by third parties becoming unavailable.

10 Delivery of Documents and Communications

- 10.1 In connection with your use of the do it yourself VOI Tool, we may also send you service announcements, instructions, administrative messages and other information (**Communications**).
- 10.2 Documents uploaded by You and Communications sent by Us to You via the do it yourself VOI Tool will be deemed to have been delivered, presented, received and viewed by You once they are deposited into your do it yourself VOI Too or sent to your nominated email address (as applicable). You are responsible for ensuring that Documents and Communications sent to You are read and acted upon as required.
- 10.3 We have no control over, and do not assume any responsibility or liability in respect of, the Documents after they have been delivered to Your do it yourself VOI Tool. We strongly recommend you download and securely store a copy of any Documents uploaded to the VOI Report Portal.

11 Security and Privacy

- 11.1 We will implement reasonable technical measures, such as encryption, using commercially available tools, to protect the security of information You input into the do it yourself VOI Tool and the Documents You upload to the VOI Report Portal using the do it yourself VOI Tool.
- 11.2 Notwithstanding our efforts to ensure that the do it yourself VOI Tool and the VOI Report Portal are secure, you acknowledge that all electronic and telephonic data transfers are potentially susceptible to interception by others. We cannot ensure or warrant the security of such information or Documents and you do so at your own risk. To the extent permitted by law (including the *Competition and Consumer Act 2010* (Cth)), we will not be liable in any way in relation to any breach of security or unintended loss or disclosure of information, except where such breach is directly caused by our fraud or wilful misconduct.
- 11.3 We may issue instructions from time to time, intended to ensure the security of the do it yourself VOI Tool and the VOI Report Portal. You agree to comply with those instructions.
- 11.4 You understand that by agreeing to these Terms, you:
- a) consent and agree to the collection and use of certain information (including personal information about you and your use of the do it yourself VOI Tool), such collection and use will be in accordance with the Australia Post Privacy Policy (which can be found at <http://auspost.com.au/privacy.html>)

- b) acknowledge and agree that you will:
 - i. advise a PBI of the purpose for which their personal information is being collected and how it will be used (again, Australia Post's collection and use will be in accordance with the Australia Post Privacy Policy, which can be found at <http://auspost.com.au/privacy.html>); and
 - ii. seek and obtain the permission of that PBI to collect and use their personal information for that purpose.

11.5 You acknowledge that your personal information or the personal information of a BPI may need to be disclosed:

- a) to enforce and apply these Terms; or
- b) as otherwise permitted or required by law.

12 Confidentiality

12.1 Subject to clause 12.2, You must keep confidential and must not:

- a) use other than in performing your obligations or exercising your rights under the agreement; and
- b) disclose to any other person,

any Confidential Information of Australia Post.

12.2 You may make any disclosures of the Confidential Information:

- a) with the consent of Australia Post, which consent may not be unreasonably withheld; or
- b) as is necessary to comply with any applicable Law or the rules of any competent regulatory body or stock exchange.

12.3 You must when disclosing Confidential Information under clause 12.2a) or clause 12.2b) must take all practicable steps to ensure that the person receiving the Confidential Information from it complies with clause 12.1.

13 Intellectual Property

13.1 Using the do it yourself VOI Tool (including the VOI Report Portal) does not give you ownership of any intellectual property rights in the do it yourself VOI Tool or the content provided by us that you access. You may keep a temporary copy in your computer cache to the extent required to use the do it yourself VOI Tool.

13.2 You retain ownership of any Documents that you upload, and you may download and print the Documents. You grant us a non-exclusive, irrevocable, worldwide and royalty free licence to host and reproduce the Documents for the purposes of providing the do it yourself VOI Tool.

13.3 Except as permitted under the *Copyright Act 1968* (Cth) or other applicable laws, no part of the information contained on the do it yourself VOI Tool (including the VOI Report Portal) may be otherwise reproduced, adapted, performed in public or transmitted in any form by any process (including all forms of communications to the public) without our prior written consent.

14 Our liability to You

14.1 Except as provided in these Terms, we disclaim all conditions and warranties, express or implied, in respect of the provision of the do it yourself VOI Tool (including the VOI Report Portal). If any condition or warranty is implied into these Terms pursuant to any legislation (including without limitation the *Competition and Consumer Act 2010* (Cth)) and the legislation avoids or prohibits provisions in a contract excluding or modifying the application of, exercise of, or liability under such condition or warranty, the condition or warranty will be deemed to be included in these Terms, provided that, where it is fair and reasonable to do so, the our liability for breach of the condition or warranty shall, if the legislation permits, be limited (at our option) to re-supplying

the service or paying the cost of re-supplying the service, in respect of which the breach occurred, and otherwise shall be limited to the maximum extent permitted by law.

- 14.2 Subject to clause 14.1, we make no warranty that the do it yourself VOI Tool (including the VOI Report Portal) will be interruption or error free. Specifically, we do not warrant that you will have continuous access to the do it yourself VOI Tool or any part thereof and we will not be liable in the event that the do it yourself VOI Tool or any part thereof is unavailable to you due to computer or device downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunication supply.
- 14.3 To the maximum extent permitted by law, including the *Competition and Consumer Act 2010* (Cth), and subject to clause 14.1, We shall not be liable to you or any other person (whether in contract, tort or otherwise), for any loss or damage suffered (including special, indirect or consequential loss, such as loss of data, loss of interest or savings, loss of business or future business, loss of profit, reputational damage) or that may be suffered, as a result of any act or omissions, whether negligent or otherwise, by or on behalf of Australia Post in relation to the do it yourself VOI Tool (including the VOI Report Portal), or any other matter or thing relating to these Terms, except to the extent that such loss or damage is incurred as a direct result of Our fraud or wilful misconduct.
- 14.4 Without limiting Our rights in 14.2 and 14.3 above, We and Our Representatives will not be liable for any failure to perform their and Our obligations if such failure arises from such circumstances reasonably beyond Our control. These circumstances include, but are not limited to, strikes, lockouts, riots, labour disputes, epidemics, earthquakes, fire, floods and other acts of nature, government action or their agencies, war, sabotage or inability to obtain sufficient labour, fuel or utilities, communication line failures, power failures, power interruptions or shortages, computer or processing systems failures.

15 Indemnity

- 15.1 You agree to indemnify Us and Representatives from any claim or demand, including reasonable legal costs, made by any third parties against us due to or arising out of your wilful, negligent or fraudulent acts or omissions and any breach of these Terms by you, or the infringement by you of our or a third party's intellectual property rights, except to the extent that the relevant loss or damage is incurred as a direct result of Our fraud or wilful misconduct.

16 Termination

- 16.1 You may terminate Your access to the do it yourself VOI Tool by submitting a written request to us via landtitlevoi@auspost.com.au. Termination of your access to the do it yourself VOI Tool will be effective within a reasonable period of your request.
- 16.2 We may suspend or terminate your access to the do it yourself VOI Tool (including the VOI Report Portal) by providing you with not less than 14 days' prior written notice. The grounds for such suspension or termination will include, but not be limited to:
- a) a breach of these Terms by You or Your Representative;
 - b) in response to a request by a law enforcement or other government agency;
 - c) discontinuance or material modification to the do it yourself VOI Tool (or any part thereof, including the VOI Report Portal) or a strategic decision of Australia Post;
 - d) unexpected technical or security issues or problems;
 - e) extended periods of inactivity; and
 - f) engagement by You in fraudulent or illegal activities.
- 16.3 You agree that any suspension or termination of access will be made in our sole and reasonable discretion and that, except as specified in clause 14, We will not be liable to You or any third party for any termination of Your access to the do it yourself VOI Tool or the VOI Report Portal associated with the do it yourself VOI Tool.
- 16.4 Termination of Your access to the do it yourself VOI Tool shall not relieve You of any responsibility for liabilities that have been incurred prior to the date of termination.

- 16.5 Upon termination of your access to the do it yourself VOI Tool for any reason, We will:
- a) remove Your access to all or part of the offerings within the do it yourself VOI Tool;
 - b) delete your login and password and all related information, files and content associated with or inside your do it yourself VOI Tool (or any part thereof); and
 - c) bar further use of all or part of the do it yourself VOI Tool.
- 16.6 Upon termination of Your access to the do it yourself VOI Tool, You are responsible for:
- a) making alternative arrangements for the identity verification of a PBI;
 - b) the retention of copies of Documents previously stored in the VOI Report Portal and any records of your transactions using the do it yourself VOI Tool.

17 General Terms

- 17.1 Any disputes between you and any third party, including, without limitation, any PBI or relevant Registrar or Registrar General are to be resolved solely between you and that party.
- 17.2 We may:
- a) assign, novate or otherwise deal with our rights or responsibility to third parties; and
 - b) subcontract Our rights and responsibilities to other third parties,
- at Our discretion by reasonable prior written notice.
- 17.3 All rights not expressly granted in these Terms and reserved.
- 17.4 We shall not be deemed to have waived any of Our rights or remedies under these Terms unless such waiver is in writing and signed by one of Our authorised officers. No delay or omission on Our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies.
- 17.5 These Terms are governed by and are to be construed in accordance with the laws of Victoria, Australia. If any provision of these Terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of the Terms which will continue in full force and effect.
- 17.6 These Terms constitute the entire agreement and understanding between You and Us and supersede any and all prior communications, representations, agreements or understandings between You and Us with respect to the subject matter of these Terms.
- 17.7 Of the whole or any part of a provision of these Terms is void, unenforceable or illegal it will be severed from these Terms. The remainder of these Terms will have full force and effect. This clause has no effect if the severance alters the basic nature of these Terms or is contrary to public policy.