

triConvey Terms and Conditions effective from 1 September 2021.

### ("Terms")

This is a legally enforceable software as a service ("SaaS") License Agreement governing Your use of the TriConvey Software, integrated with Searching. As used in this agreement, the term "You" and "Your" shall mean the Client detailed on the Client or Renewal Order Form. Your use of the TriConvey Software ("triConvey") provided by triSearch Services Pty Ltd ("TriSearch"), is conditional upon Your acceptance of the following Terms and Conditions of Service ("Terms") at [www.triConvey.com.au/triconvey-terms](http://www.triConvey.com.au/triconvey-terms) and Privacy Policy at [www.triConvey.com.au/privacy](http://www.triConvey.com.au/privacy). If You are entering into this agreement on behalf of a company, You represent that You are over the age of 18 and have the complete authority to enter into this agreement on behalf of Your company. Your continued use of TriConvey fourteen (14) days after any notice of changes to the Terms or Privacy Policy shall constitute your consent to be bound by such changes.

**triConvey.** For the purposes of this Agreement, triConvey consists of two integrated components: Conveyancing Software and Searching website provided and operated by triSearch.

**The triConvey Software Rebate.** The triConvey software rebate offer is based on loyalty for great service. TriSearch will provide you industry leading Conveyancing software in exchange for your firm exclusively searching with triSearch for the period that you exclusively search with triSearch, until further notice. This offer is only available to clients who typically create 4 or more property sale or purchase matters per month.

- triSearch will invoice you a licence fee for use of triConvey Software over the relevant subscription period which equates to \$500 ex GST per quarter.
- On the basis that you are consuming all your Conveyancing Search Services through triSearch, you will receive a quarterly refund of \$500 ex GST on the same invoice to cover the cost of the triConvey Software.
- triSearch will also invoice you monthly for all other search services provided by triSearch.

( **Conveyancing Search Services** include: Land Titles, plans, dealings, Council Certificates, Office of State Revenue services and where required, Verification of Identity and electronic signing solutions)

The triConvey Software Rebate will not be applied in the following circumstances :

1. Your failure to meet the terms of this agreement including failure to pay your Search fees in a timely manner
2. Breaking the loyalty: If You obtain Search services from another provider
3. If You fail to consistently meet the minimum property matter creation threshold of 4 per month.
4. If You violate these terms of service ([ww.triConvey.com.au/triconvey-terms](http://www.triConvey.com.au/triconvey-terms)) or the terms of service specific to the searching site ([ww.triConvey.com.au/terms](http://www.triConvey.com.au/terms))

In all cases, we will attempt to contact You via phone and email prior to providing You with 30 days' notice of taking action that could include cancellation of the Rebate or termination of the Agreement .

**Frequently asked Questions:**

**Q:** What if I fall below 4 matters per month?

**A:** Your account manager will call you to determine if you still require the software.

**Q:** How will we determine if you are searching exclusively with TriSearch?

**A:** The Software will programmatically detect non triSearch searches being returned to the matter. In this case we will notify you that you that this has been detected. If after consultation we reasonably determine that you are searching with an alternative provider, we will deem you are in breach of your contract and we may cancel the Rebate or terminate your contract with 30 days' notice.

**Q:** What if I order a product from another provider that triSearch does not provide?

**A:** triSearch only expects you to search with us where we provide an equivalent product. If we don't have the product your need, please tell us! We are always looking to provide new products and services.

**Q:** Will we just cut off access without contacting you?

**A: NO!** Your account manager will attempt to contact you on the phone and then in email before a final notice will be issued that you will lose access to the TriConvey service with a minimum of 30 days' notice. As per the termination clause before, you will still have time to access your data.

**Q:** Can your search fees change without notice?

**A:** triSearch values transparency and we know our clients do too. The government / authority fees generally change once a year (generally June 30<sup>th</sup>). We generally review our fees at that same time. In both instances, we will notify you with 30 days of notice that fees will be changing. If you do not like the change, you will always have the option to end your contract, backup your data and use an alternative solution.

**NOTE:** In all cases, you retain all rights of ownership of all data. We will grant you access to the triConvey Software for thirty (30) days after termination of your Contract Term for the sole purpose of permitting You to retrieve Your data.

**Service.** Service shall mean any software or service provided by triSearch, including but not limited to the triConvey software, any of the triSearch websites, the triSearch searching site, manuals, FAQs, Support articles and all related collateral materials, logos, user interface, taglines, and goodwill, all of which are exclusively the property of triSearch and collectively referred to as the "Service."

**Searching Terms and Conditions.** triSearch holds broker licenses with different information providers across many jurisdictions. Those information providers require triSearch clients to adhere to terms and conditions. Terms and Conditions specific to the searching service are provided at [www.trisearch.com.au/terms](http://www.trisearch.com.au/terms).

**Minimum System Requirements.** The minimum system requirements to install and operate TriConvey are located at [triConvey.com.au/triconvey-system-requirements](http://triConvey.com.au/triconvey-system-requirements) and are subject to change and it is Your responsibility to ensure the minimum system requirements are maintained.

**Grant of License.** You are granted a non-exclusive, limited and non-transferable licence to use and access the Services subject to payment of the Subscription Fee ("SF"). You agree not to modify,

reverse-engineer, reproduce, duplicate, copy, sell, resell, adapt, or exploit the Service without the express written permission from triSearch. You agree not to use the Service for any unlawful, offensive, threatening, infringing, defamatory, pornographic, obscene, or other purpose violating anyone's rights. You agree not to send, store, or upload any "spam" or any malicious code or virus of malicious or destructive nature.

**Contract Term.** The duration of your Contract shall be the Term stated on the Client or Renewal Order Form, commencing on the Effective Date. Except as otherwise stated in Your Client or Renewal Order Form, Your Contract will Auto-Renew as defined in Section 3. Upon Your Contract renewing for successive annual terms, Your Fees may be subject to change.

**Fees.** You agree to provide us with a valid credit card for payment of the TriConvey Software Fee (Software Subscription Fee). By providing us your payment information, You expressly authorize us to charge you for all fees incurred in connection with your Subscription.

**Subscription Fees.** You shall pay the Software Subscription Fee on the Client Form and according to the billing frequency stated on the Client Form. The Software Subscription Fee is non-refundable. The Software Subscription Fees may be increased at the then advertised Software Subscription Fee on the anniversary date of the execution of the Client Form.

**Taxes.** You shall be responsible for any and all taxes or any charges imposed by government entities.

**Subscription Term.** The term of your Subscription is twelve (12) months from the execution date of the Client Form. Your Subscription shall automatically renew for successive one-year terms unless we discontinue your service or you provide us with written notice of non-renewal at least 30 days prior to the expiration of the current term.

**Termination.** triSearch may terminate your Subscription if you breach any of your obligations under these Terms and such breach is not cured within 30 days of receipt of notice from triSearch. Upon termination of your subscription, you shall immediately cease all use of the Services. You agree that upon the termination of your subscription, we may immediately deactivate your Services and may delete your account and data after thirty (30) days. triSearch shall grant you access to the Services for ten (10) business days for the sole purpose of permitting you to retrieve your data.

**Termination Before Installation.** You may terminate your Subscription before the installation by giving written notice to triSearch, paying triSearch an early termination fee equal to fifty percent (50%) of your Subscription Fee for twelve (12) months as stated on the Client Form and any fees due to triSearch for searching or any other associated fees.

**Cessation of use.** If you no longer wish to use triConvey, you must provide written notice within your current Subscription term. Fees payable for the current subscription period are non-refundable and you will continue to have access to triConvey until the end of the period. You must uninstall, delete, and erase any and all copies of the Services from all of your systems, extract any of your data within 30 days of the end of the term and take any and all steps necessary to ensure that neither you nor anyone through you continues to have or use any part of the Services, and if requested confirm in writing that this has been completed.

**Access and Security.** Each user of triConvey requires a unique user ID and password. Any additional user must have his or her own unique user ID and password. You shall not share your ID with another person. You shall be responsible for the access, actions, use, and data uploaded to the Service. You shall be responsible for protecting the confidentiality of usernames and passwords to the Service, as well as maintaining the accuracy of the personal information provided to triSearch.

You shall be responsible for maintaining or implementing procedures and policies to prevent any unauthorised access or use of usernames and passwords and will notify triSearch if a username or password has been lost, stolen, or compromised. You agree to immediately notify triSearch of any unauthorised access or use.

**Client's Data.** You retain all ownership of all data You upload, import, or generate. This includes (but not limited to) documents, contacts, and other entries into triConvey. You acknowledge and agree that triSearch may need to access and view your data to assist with your questions, technical support requests, training, auditing or other issues. triSearch will not access for any other reason without your data without your permission and will only access data which is reasonably necessary to address or complete your requests or issues. To the extent that you give triSearch access to your data, triSearch shall treat your data as confidential. triSearch treats your data as confidential information and will not disclose any data or information to the extent allowed by law.

**Response to Legal Process.** triSearch reserves the right to provide your data to third parties if required or compelled by law (court order or subpoena) and to comply with law enforcement authorities in an investigation of a criminal or civil matter. triSearch shall provide you notice of the legal process, to the extent allowed by law.

**Usage Data.** Usage Data shall mean data related to the use or operation of the Services, such as anonymous usage related data and technical data collected in connection with the use of the Services. It does not include any of your data. triSearch reserves the right to collect, aggregate, monitor, and use Usage Data to improve the functionality, performance, and aid in further development of the Service.

**Disclaimer of Warranty.** You acknowledge that use of the service is at your own risk. triSearch provides the service as is without any express, implied or statutory warranties, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. triSearch does not guarantee that the service will always function without disruptions, delays or imperfections. triSearch makes no warranty as to any results that may be obtained from the use of the service. triSearch disclaims all warranties of any kind related to your hardware or software beyond the warranties provided by the manufacturer of your hardware or software.

**Limitations of Liability.** Neither triSearch nor you shall be liable to the other for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, damages for loss of business profits, loss of good will, loss of business opportunity, loss of data, work stoppage, computer failure or malfunction, or other pecuniary loss) whether under a theory of contract, warranty, tort, or otherwise, even if the other party has been notified of possible damages. In no event shall either party's total aggregate and cumulative liability for any and all claims of any kind arising as a result of or related to the services provided, exceed the sum of the subscription fees actually paid by you for a one-year period immediately preceding the date the cause of action arose.

**Force Majeure.** Neither you nor triSearch shall be responsible for any interruption, delay, or other failure to perform under these Terms due to acts beyond the control of the responsible party or the occurrence of a Force Majeure. Force Majeure shall mean events not reasonably foreseeable or otherwise caused by or under the control of the party claiming Force Majeure, including Acts of God, natural disasters (e.g. lightning, earthquakes, storms, floods) wars, riots, explosions, terrorism, vandalism, civil unrest, governmental acts, injunctions, failures of telecommunication providers or internet service providers; failure of third party suppliers, service providers, or vendors; and any other cause beyond the reasonable control of a party.

**Severability.** If any provision of these Terms is held to be invalid or unenforceable, the provision shall be modified and interpreted so as best to accomplish the objective of the original provision as permitted by law, and the remaining provisions shall remain in full force and effect.

**Choice of Law.** These Terms and any dispute arising out of or in connection with these Terms shall be governed by and construed under the Laws of New South Wales, Australia and the Jurisdiction of the Sydney courts.

**Notices.** You agree that we may provide you any and all notices, statements, and other communications to you through email, regular post, or by a recognised commercial carrier addressed to the address listed on the Agreement. You are responsible for providing triSearch with any changes or updates to your contact information.

**Updates.** triSearch reserves the right to update, change, or amend these Terms ([www.triConvey.com.au/triconvey-terms](http://www.triConvey.com.au/triconvey-terms)).