

## **Terms of use**

### ***Applicability of these terms***

- 1 In opening an account and or registering on line and installing the software for trial or use under licence you are bound by these terms and it is a condition of use that these terms apply to your use of the software and forms.
- 2 These terms are available on-screen upon use and are noted as applicable on all invoicing. In using the forms systems and by running and using the software you are bound by these terms and agree to them.
- 3 These terms may be varied by notice from time to time and your continuing to use the software and forms after notice of any change binds you to the varied terms. Electronic notice on the site / websites login is good notice and deemed notice of any changed terms of use binding on users.

### ***Ownership of the product***

- 4 reaforms Pty Ltd 647 076 926 and its licensed name Real Estate Australia Forms (together "we, our, us") retain a licence to and or ownership of and copyright in the documents and the software.
- 5 The "documents" mean the templates forms and documents reproduced by the software.

The "software" means the information stored in electronic forms in our systems provided either on line or by downloading software, and the program files installed on your computer as a result of running the installation routine or using the on line systems.

The "product" means and includes the software and the documents reproduced by the software, and any information or other material provided to you by us.

### ***Licence to use***

- 6 We licence the use of the product to you on these terms.  
  
However, we only licence the use of the product for you to reproduce the documents for the purposes of providing services to your clients.
- 7 This is not an exclusive licence. You have no right to re sell the forms for use and they are only for your own use.

### ***Licence period and renewal***

- 8 You are licensed to use the product for the period of 12 months or any lesser terms agreed from time to time.
- 9 The product is designed to produce forms for agents in real estate practice.
- 10 The licence to the software may be withdrawn without cause by us and a credit for any licence period will be repaid.
- 11 We may change the licence terms from time to time on prior notice to you.

## ***Restrictions on your use of the product***

- 12 You must not reproduce the documents except by means of the software.
- 13 No part of the product may be decompiled, reverse engineered, or otherwise altered in any manner without our prior written permission.
- 14 We are not responsible in relation to any changes you may make to documents, or the way you complete them or use them.

You acknowledge that the product may include documents in a form fixed by regulations, laws or government requirements, or in a form approved by a government agency.

It is for you to know what forms and procedures apply to the areas of practice you work in and which are required by law and our forms are created to assist you. You need to know what the law is in your jurisdiction and by using them you must check them and be appropriately trained before using these forms. In using the forms you acknowledge that you understand the law and regulations in your jurisdiction and that you will check all forms before using them.

## ***Product support***

- 15 We will provide reasonable email and telephone assistance relating to the product to you free of charge.

## ***Updates***

- 16 We may, in future, update the product.

Whilst this licence continues, we will make any updates available to you free of charge, providing you have complied with these terms and accept the updates and changes electronically.

These terms continue to apply in relation to any updated version of the product.

- 17 No warranty is given that an update will be issued if there is any change in laws or government requirements which makes changing any document necessary or desirable. Refer again to clause 14 above. You must know what law applies and it is your responsibility to comply and not use out of date forms, incorrect forms or forms which breach any regulation.

## ***Our liability***

- 18 We give no warranty -
- as to the profitability or benefits of the product or its use
  - as to its suitability for your requirements
  - that the software will be fully operable on your computer or online when required
  - that the software will operate uninterrupted or error free or
  - that the product is merchantable or fit for any purpose.

- 19 Nor do we give any other warranty.

However, if a warranty applies by force of law notwithstanding, then providing such law permits, our liability under such a warranty is limited to replacing the product and/or refunding the money you paid for the product for the balance of any licence (at our option).

- 20 Under no circumstances are we liable for any loss, damage or injury caused to you, or for which you may be liable, arising in connection with the forms or software its use.
- 21 You indemnify us for any liability we incur as a result of claims brought against you by any third party. This includes claims arising from any alleged defect, error or omission in the software or the documents.

***Other terms and Your Use and Responsibility***

- 22 The onus is on you to check and read each document reproduced to ensure it has been correctly reproduced and to ensure it complies with any relevant regulation and practice.
- 23 The onus is on you to ensure your system can properly run the product.
- 24 If you breach these terms, we do not have to comply with any of our obligations in these terms.
- 25 This licence cannot be transferred by you to any other party except with our prior written permission.
- 26 In these terms, reference to the singular includes the plural and vice versa.

***Privacy***

- 27 We publish privacy statements on the internet and for you to read which apply to these terms in compliance with the Privacy Act.
- 28 User contact information may be made available to sponsors and to advertising associates of ours for marketing of related products for direct email and other marketing and this is an express term of the licence for use. You can ask to be removed form any email or other contacts if so contacted.