

ALTERATIONS TO TERMS & CONDITIONS FOR PUBLIC USE FORMS

Real Estate Institute of Northern Territory Inc. (**REINT**) Residential Tenancy Agreement – Terms and Conditions

This End User Agreement (**AGREEMENT**) sets out the terms upon which the REINT will permit the person downloading (**YOU / YOUR**) this document (**PRODUCT**) to make use of it. By proceeding to a purchase you are deemed to have accepted these Terms and Conditions fully.

PREAMBLE

1. In order to use the Product you must agree to, 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 use the Product and you should not continue to a purchase of this Product. The submission of an online purchase for this Product will constitute an acceptance by you of the Terms and Conditions related to the use of this Product.
2. Subject to the terms of this Agreement, including receipt of the completion of purchase and payment of any fees due and payable, the REINT will permit you to use the Product for its designed purpose on a singular use, non-transferable basis.

RESTRICTIONS ON USE

3. It is a condition of this Agreement that you must not:
 - a. Allow anyone other than you to use the Product;
 - b. Distribute, sell or otherwise make the Product available to a third-party without the express written consent of the REINT;
 - c. Infringe REINT's Intellectual Property Rights or any other third-party 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 or otherwise unlawful;
 - e. Modify, adapt, translate, decompile, decipher, disassemble, reverse engineer or otherwise decrypt the whole or any part of the Product or create derivative works of the Product;
 - f. Use the Product or exercise any copyright in respect to the Product other than as permitted under the Agreement, insert viruses, HTML, Java and SQL Injection, and other similar intrusive programs into the Product; or
 - g. Make any changes or modifications to, or create derivative works, based on the whole or any part of the Product.

ACKNOWLEDGEMENTS

4. You acknowledge and agree that:
 - a. The Product is provided on an "as available" and "as is" basis;
 - b. It is solely your responsibility to ensure the accuracy of all your data contained in the Product at all times

- c. You agree to use the Product without any modification or variation, electronically or otherwise;
- d. The Product or parts of the Product including without limitation the software platform, user interface and electronic forms and Agreements may be modified, updated, replaced, deleted or enhanced by the REINT without notice from time to time in its absolute discretion;
- e. REINT may engage and appoint an external provider to provide technical or Product support in relation to the Product; and
- f. If through any misuse, malfunction, error or abuse of the Product you obtain access to personal information or any other data or information belonging or relating to the REINT or any other users, then you acknowledge and agree you will immediately notify the REINT of such a malfunction or error and undertake that you will not, pending rectification of the malfunction or error, use, sell, publish, or in any way distribute such data or information and you also undertake to indemnify REINT for any loss caused by your use of such data or information.

LOSS

- 5. You acknowledge that REINT and others may suffer direct or indirect loss and damage through the unauthorised use or unlawful disclosure, copying or distribution of the Product or information obtained through use of the Product by you and /or if you use the Product through or in conjunction with equipment or software which does not meet the requirements for your computer as notified to you in accordance with this Agreement.

PRICES AND PAYMENT

- 6. You acknowledge and agree that:
 - a. 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 REINT in respect of that supply; and
 - b. You will pay any tax or other charge (including GST) imposed on REINT, now and in the future, in relation to any transaction arising in relation to this Agreement.

INTELLECTUAL PROPERTY RIGHTS

- 7. You acknowledge that:
 - a. All title, intellectual property rights including copyright and other proprietary rights to the Product are owned by the REINT and/or their licensors or external providers;
 - b. The Product may incorporate software or other information which is subject to intellectual property rights owned by other third parties or external providers;
 - c. You do not acquire any intellectual property rights in respect to the Product or any part of it, or an interest in any intellectual property rights of any third party which are incorporated in the Product;
 - d. The trademarks which appear, or may appear from time to time, in or are produced through the use of the Product are owned by REINT and/or other third parties and external providers and that you must not infringe the rights of those trademarks; and

- e. You must notify REINT immediately on becoming aware of any suspected infringement or alleged infringement by you, or anyone else, of the intellectual property rights in the Product.

AGGREGATE DATA

8. We respect your privacy by treating all data that we receive from you as confidential. We reserve our right to use all that data to produce non-personal, aggregate statistical information (aggregate Data). We reserve the right to use, maintain, update and sell aggregate data. We use aggregate data to, amongst other things to assess general industry trends and other industry patterns. We hope that by assessing those trends and patterns we can update the Product in ways that will make it more useful to users. We agree to protect your privacy by removing all personal identifiers from any data that we collect into these non-personal aggregate statistics. We will not disclose to third parties any identifying data unless (1) you expressly tell or permit us to disclose such information or (2) we believe in good faith that we must do to comply with subpoenas or court orders. If you have questions about how we aggregate data or how we use aggregated data please contact our CEO at reception@reint.com.au.

NO WARRANTY; LIMITATION OF LIABILITY; AND INDEMNITY

9. You agree that REINT and its external providers are not responsible and have no liability:
 - a. If you fail to operate or use the Product correctly or in accordance with any user guides or instructions provided by REINT or an external provider from time to time or if you use the Product in breach of this Agreement ;
 - b. If any equipment or software (including any browser or server software operated by a third party or an external provider) fails when used with or in connection with the Product;
 - c. If you use the Product through any equipment or software which does not meet the requirements notified to you by REINT or any external provider;
 - d. If a computer virus enter and/or damages your computer system or network as a result of the use of the Product;
 - e. For the telecommunications systems or internet service providers which you use to access the Product or any failure of any telecommunications system for the operation of any software you install to enable your use of the Product; or
 - f. If you fail to ensure that your information contained in the Product is correct at all times.
10. To the extent permitted by law REINT 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;
 - b. That the Product will meet your requirements;
 - c. That the operation or use of the Product will be interrupted or error-free or that any errors or defects will be corrected; or
 - d. Regarding the interoperability, compatibility or coexistence of the Product with your operating system, software, particular network environment or hardware.

11. To the maximum extent permitted by law, any conditions or warranties imposed by or implied under any law are excluded. REINT's total liability for any breach of a term, condition or warranty implied by law which cannot be excluded is limited, at REINT's election, to providing the Product (or an equivalent Product) again, paying the cost of acquiring equivalent goods or services or refunding you the price of the Product .
12. To the maximum extent permitted by law REINT and/or any external provider are not liable to you 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, business interruption) whatsoever arising from the non-supply, supply or use of the Product or in relation to any persons use of or reliance on the Product even if REINT has been advised of the possibility of such damages; or
 - b. Any defect, failure or other deficiency in the Product whether arising out of any breach of this Agreement or whether arising under contract, tort (including negligence), equity or statute.
13. In all matters you agree to release REINT and any external provider from any claims arising in connection with the use of the Product.

INDEMNITY

14. Notwithstanding any other provision in this Agreement, you indemnify REINT and any external providers against all losses, claims, liabilities, costs (including legal costs on and indemnity basis), damages and expenses which REINT and/or an external provider may incur as a result of your breach of this Agreement.

SERVICE INTERRUPTION AND FORCE MAJEURE

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

GENERAL

16. Entire Agreement.
 - a. This Agreement constitutes the entire understanding and Agreement of the parties 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.
17. Severability.
 - a. 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.

18. Waiver.

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

19. Assignment.

- a. It is a condition of this Agreement that you must not assign, sub-license, transfer or novate this Agreement or all or any of your rights or obligations under this Agreement without REINT'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 REINT to terminate this Agreement and recover damages.
- b. REINT may assign this Agreement to any successor to REINT's business or any party nominated by REINT.

20. Privacy

- a. You acknowledge that you are aware that the REINT is subject to the provisions of the Information Act 2002 (NT) and the Privacy Act 1988 (Cth) and other privacy legislation in respect of the information that will be provided under this Agreement that is 'persona information' as defined in all applicable legislation. You agree to comply with any and all directions that may be given by REINT in order for REINT to comply with its obligations under the aforementioned legislation, notwithstanding anything elsewhere contained in this Agreement. Failure by you to comply with any such direction shall constitute a breach of this Agreement. The REINT Privacy Policy can be viewed at www.reint.com.au.

21. Governing Law

- a. This Agreement is governed by the laws in force in the Northern Territory of Australia and each party irrevocably submits to the jurisdiction of the courts of the Northern Territory and the Commonwealth of Australia.

22. Interpretation of this Agreement

- a. In this Agreement:
 - i. Headings are for convenience only and do not affect how this Agreement is interpreted;
 - ii. The singular includes the plural and vice versa;
 - iii. If a word is defined its other grammatical forms have a corresponding meaning;
 - iv. The use of words such as "includes" or "including" means "including but not limited to";
 - v. The word "person" includes a firm, a body corporate, a partnership, an unincorporated association or an authority; and
 - vi. 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.

DEFINITIONS

Agreement means this Agreement including any attachments and annexures

Authorised User means you and any person granted permission by you or to act on your behalf in the purchase and downloading of the Product

Business Day means a day which is not a Saturday, Sunday, a public holiday or a bank holiday in the Northern Territory

Commencement Date means the date you access and purchase the Product

External Provider means any person or entity which provides services or equipment to the REINT in connection with the Product including hosting services, software and equipment, support services and Product development

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 or authorities.

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, trademarks, design, trade secrets, know-how, confidential information and circuit layouts.

Party or Parties means, as the context requires, REINT or you or both REINT and you.

These Terms and Conditions are current as of October 2018.