

# SLIP Transaction – Personal Use Licence (060814)



**Warning: Please read this Licence before opening, viewing or using Landgate's SLIP datasets (Location Information). Permission to use the Location Information is conditional upon you, the Licensee agreeing to this Licence. By opening or using the Location Information you confirm and it is deemed you, your employees and Consultants accept this Licence.**

## 1 Grant of Licence:

1.1 This is a non-exclusive, non-transferable, revocable Licence between Landgate and you, the Licensee to use the Location Information for personal and non-commercial use only, unless otherwise agreed in writing by Landgate who may refuse in its absolute discretion.

## 2 Term of Licence

2.1 This Licence commences upon access to the Location Information and exists for the duration that Landgate provides access to the Location Information.

## 3 Intellectual Property

3.1 Title and all copyright and intellectual property rights over and in respect of the Location Information are owned by Landgate and the Licensee only acquires the right to use the Location Information.

## 4 Licensee's Obligations

4.1 The Licensee hereby undertakes the following obligations:

- (a) to not copy, reproduce, distribute, commercialise, translate, adapt, vary, modify, decompile, disassemble or create derivatives of part or all of the Location Information, unless in accordance with this Licence or with the express written consent of Landgate;
- (b) to not, during, or any time after the expiry or termination of this Licence, permit any act which infringes the intellectual property rights of Landgate and to promptly notify Landgate of any suspected or alleged infringement of intellectual property rights that relate to the Location Information;
- (c) to not remove or tamper with any copyright or similar proprietary notice, or any rights management information attached to or incorporated in the Location Information or any copies of the Location Information;
- (d) to not sell, rent, lease, sub-licence, assign or transfer all or part of the Location Information to any third party;
- (e) to supervise and control the access and use of the Location Information, including use by its employees or Contractors in accordance with the terms of this Licence;
- (f) to keep and maintain adequate security measures to ensure that the Location Information is not used or accessed by anyone not entitled by this Licence to use or have access;
- (g) to not use the Location Information for or in connection with direct marketing including but not limited to offering goods or services or transmitting other messages to a person, organisation or segment of the population by post, telephone or other direct means (electronic or otherwise) aimed at informing or soliciting a response from any person, organisation or segment of the population, as well as any service ancillary thereto;
- (h) to use any supplied software only in conjunction with the Location Information;
- (i) to not use the Location Information for any unlawful purpose;
- (j) to comply with any reasonable directions of Landgate in relation to use of the Location Information;
- (k) to comply with all relevant regulations, restrictions and conditions imposed by any legislation including the requirements of the Privacy Act 1988 (Cth) and any Western Australian privacy legislation; and
- (l) to provide Landgate upon request with a copy of anything developed from or incorporating any part of the Location Information.

## 5 Disclaimer

5.1 To the extent permitted by law, except in the case of wilful fraud or misconduct by Landgate, Landgate will in no way be liable to the Licensee or anyone else for any loss or damage, however caused (including through negligence) which may be directly or indirectly suffered in connection with the use of the Location Information. This general disclaimer is not restricted or modified by any of the following terms.

5.2 The Location Information is provided by Landgate in good faith on an "as is" basis and the Licensee should not act on the basis of anything contained in the Location Information.

5.3 The Location Information has been acquired and/or compiled from various data sources and is recorded and stored at different levels of reliability and may become erroneous over time. The Licensee must ensure that Landgate will not be liable for any loss, damage or injury suffered by the Licensee or by any other person consequent upon use of or reliance on the Location Information or upon the existence of any errors in the Location Information and the Licensee further acknowledges that the existence of any such errors shall not constitute a breach of this Licence.

5.4 The Location Information has not been prepared to meet the requirements of the Licensee or of any other person and it is the sole responsibility of the Licensee to ensure that the Location Information meets its own individual requirements.

5.5 Pursuant to section 64A of the Australian Consumer Law, this clause applies in respect of any of the goods or services supplied under this Agreement which are not of a kind ordinarily acquired for personal, domestic or household use or consumption. To the extent permitted by law, Landgate's liability for failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law, other than a guarantee under section 51, 52 or 53 of the Australian Consumer Law, is hereby limited to:

- (a) in the case of goods, at Landgate's option, any one or more of the following:
  - (i) the replacement of the goods or the supply of an equivalent product;
  - (ii) the repair of the goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring an equivalent product; or
  - (iv) the payment of the cost of having the goods repaired; or
- (b) in the case of services, at Landgate's option:
  - (i) the supply of the services again; or
  - (ii) the payment of the cost of having the services supplied again.

5.6 This clause applies where any act, statute, rule or regulation (other than Division 1 of Part 3-2 of the Australian Consumer Law and regulations made in relation thereto) ("other law") implies in this Agreement any term, condition, warranty, right or obligation ("**implied term**"), and the other law avoids or prohibits a provision in a contract excluding or modifying the application

of, exercise of or liability under such implied term. To the extent permitted by law, the liability of Landgate for any breach by it of such implied term is limited, at Landgate's option, to any one or more of the remedies referred to in **clauses 5.5(a) or 5.5(b)** above.

- 5.7 To the extent permitted by law, Landgate will not be liable for any indirect or consequential damages arising out of a breach of this Licence or arising out of the supply of any defective Location Information.
- 5.8 The Licensee acknowledges that it has exercised its independent judgment in acquiring or using the Location Information and has not relied on any representation made by Landgate which has not been stated expressly in this Licence or upon any descriptions or illustrations or specifications contained in any document including catalogues or publicity material produced by Landgate.

## **6 Indemnity**

- 6.1 The Licensee shall indemnify and keep indemnified Landgate and its officers, employees and agents in respect of:
- (a) all claims, demands, actions, suits and damages for loss, damage or injury (including indirect or consequential loss) suffered by the Licensee or any other person resulting from the use of or reliance on the Location Information or any part thereof (unless such loss arises as a direct result of Landgate's deliberate fraud or wilful misconduct or a breach of this Licence by Landgate) whether or not any such reliance is notified to Landgate by the Licensee;
  - (b) all breaches of Landgate's intellectual property rights by the Licensee or any third party to whom the Licensee provided access either deliberately or inadvertently to the Location Information; and
  - (c) any legal costs, charges and expenses arising from actions against the Licensee or any third party.

## **7 General Terms**

- 7.1 The benefit of this Licence must not be dealt with in any way by the Licensee (whether by assignment, sub-licensing or otherwise) without Landgate's prior written consent which may be withheld in its absolute discretion.
- 7.2 Failure or neglect by either party to enforce at any time any of the provisions of this Licence shall not be construed or deemed to be a waiver of that party's rights under this Licence.
- 7.3 This Licence (including any additional terms set out in the Location Information or notified to you by Landgate) constitutes the entire agreement between the Licensee and Landgate and supersedes any prior representations, warranties, understandings or agreements that relate to the same subject matter.
- 7.4 If any provisions of this Licence become invalid, illegal or unenforceable for any reason, this Licence shall remain in full force apart from such provision which shall be deemed deleted or read down to the extent reasonable to make this Licence valid.
- 7.5 This Licence shall be governed by and construed according to the law of Western Australia.

**If you do not wish to accept the terms of this Licence, do not open, use, view or select any of Landgate's Location Information. For any licensing queries contact Pricing & Licensing in Landgate.**

### **Pricing & Licensing Section**

#### **Product Performance**

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