

# PEXA Key – Terms and Conditions

## What is PEXA and PEXA Key?

We are Property Exchange Australia Limited ACN 140 677 792 (**PEXA**). We are an online property exchange network.

You are buying or selling property and your lawyer or conveyancer is a PEXA Subscriber using the PEXA System to facilitate and settle your property transaction.

PEXA Key is a software application which enables you to track the status of your property settlement as it progresses through the PEXA System. It also enables your lawyer or conveyancer to provide information to you to assist with your settlement and for you to provide certain information to your lawyer or conveyancer, securely.

In these terms and conditions, any reference to “PEXA”, “we”, or “us” is a reference to PEXA.

These terms and conditions govern your use of the PEXA Key application.

By using PEXA Key, you consent to these terms and conditions. You are not required to use PEXA Key. If you do not agree to these terms and conditions, please cease use of and delete PEXA Key from your device.

If you are accepting these terms and conditions on behalf of a company, trust or other entity, you warrant that you are authorised to accept the terms and conditions on behalf of the company, trust or other entity.

## Fees and Charges

We do not charge you a fee to use PEXA Key.

## Reliance

PEXA Key is an Internet-based software application. Occasionally, information provided via PEXA Key may be inaccurate or out-of-date. This may occur, for example, if someone involved in your property transaction inputs information incorrectly into the PEXA System or application, or if PEXA Key is not connected to the Internet.

You should not rely on the information contained in PEXA Key without first obtaining specific professional advice.

## Your obligations

You must:

- comply with these terms and conditions.
- comply with all instructions we give you about how to use PEXA Key.
- not do (or attempt to do) anything that interferes with or adversely affects the normal operation of PEXA Key.

You are responsible for ensuring the security of your device and network that you use to access PEXA Key. You should only use the most recent version of PEXA Key and ensure that your operating system is up-to-date.

You must take reasonable steps to protect your access credentials and to prevent unauthorised access to your device and to PEXA Key.

In order to access PEXA Key, you must provide certain information to PEXA, which may include your address, email address and mobile phone number. If you do not provide the

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information requested to PEXA, PEXA will be unable to verify that you are a party to your property transaction and, as a consequence, PEXA will be unable to provide you with access to PEXA Key or information about your property transaction.

## Your Personal Information

You agree to the terms of our Privacy Policy, available at [www.pexa.com.au/privacy-policy](http://www.pexa.com.au/privacy-policy). You give the consents as set out in our Privacy Policy.

In using PEXA Key, we will collect personal information about you including your name and address; email address and details about the property you are buying or selling. In some circumstances, and depending how you use PEXA Key, we may also collect your bank account details.

PEXA may use your personal information collected when using PEXA Key:

- a. To operate and improve PEXA Key.
- b. To provide other services to you as agreed.
- c. Unless you opt out, to provide information about PEXA services and services from third parties.
- d. To send you commercial electronic messages (you may unsubscribe by contacting PEXA using the contact details below at any time, or by unsubscribing when you receive such a message from PEXA).
- e. To aggregate your information (on a de-identified basis) with other information to create reports about the property market.

PEXA will not disclose your personal information collected when using PEXA Key to third parties without your consent.

Your personal information collected when using PEXA Key may be stored, held, used, disclosed by PEXA in accordance with these terms and conditions and our privacy policy, even after your property transaction is complete and after you stop using PEXA Key.

## Special offers

PEXA may provide you with the ability to opt-in to special offers provided to PEXA Key users by PEXA's commercial partners. Participation in special offers is voluntary. You acknowledge that PEXA may be eligible for a referral fee from commercial partners if you become a customer of a commercial partner because you opted-in to a special offer while using PEXA Key.

## Intellectual property

PEXA retains all intellectual property in the PEXA System and in PEXA Key. PEXA grants you a limited, non-transferrable licence to use and access PEXA Key for the purposes of tracking your own property transaction and communicating with your lawyer or conveyancer.

Subject to our privacy obligations to you, you grant us a perpetual licence to store, use, copy and disclose any data you input via PEXA Key.

## Liability

While we will use reasonable care and skill in operating PEXA Key, we cannot promise that PEXA Key will always be available or completely free of faults or errors.

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To the maximum extent permitted by law, except as expressly set out in these terms of use (or the terms of the PEXA Key Secure Communication Guarantee), we:

- make no representations or warranties, whether express or implied, in relation to PEXA Key; and
- exclude any liability (whether in contract, tort (including negligence), or otherwise) for any indirect or consequential loss, damage or expense incurred by you or any other user or person in connection with PEXA Key.
- limit our liability to you, whether in contract, tort (including negligence), or otherwise, to \$100.

To the extent we are unable by law to exclude any implied condition, representation, warranty or statutory guarantee in relation to the provision of goods or services (and except as set out in the terms of the PEXA Key Secure Communication Guarantee), we limit our liability (at our option) to the re-supply of those goods or services, or payment for such re-supply.

We may suspend your access to PEXA Key, including in an emergency situation or due to causes beyond our reasonable control.

## **PEXA Key Secure Communication Guarantee**

We offer the PEXA Key Secure Communication Guarantee to buyers and sellers. You can view the terms of the PEXA Key Secure Communication Guarantee on the PEXA website at <https://www.pexa.com.au/pexa-key-secure-communication-guarantee>.

## **Upgrades to PEXA Key**

PEXA reserves the right to alter PEXA Key, including updating, adding or removing features or functionality.

PEXA may notify you of enhancements and new offerings by: giving notice within the PEXA Key application or publication on the PEXA website ([www.pexa.com.au](http://www.pexa.com.au)).

PEXA has no obligation to you to update or upgrade PEXA Key or to fix any faults or errors within PEXA Key.

## **Changes to these Terms and Conditions**

We may make changes to these terms and conditions from time to time, for example to take into account changes to our standard practices and procedures or where necessary to comply with new laws and regulations. The latest version of these terms and conditions will always be available within the PEXA Key application.

PEXA may notify you of changes to these terms and conditions by giving notice within the PEXA Key application and/or email sent to you directly (and you consent to receiving email electronic messages for this purpose).

Any amended terms or conditions will apply to your use of the PEXA Key application from the time the changes are made.

## **Termination**

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We may terminate your use of PEXA Key upon reasonable notice to you. The provisions of these terms and conditions regarding privacy and liability survive termination.

## **Governing Law**

These terms and conditions are governed by the laws in force in Victoria, Australia and you submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts which may hear appeals from those courts in respect of any proceedings in connection with these terms and conditions or the PEXA Key application.

## **Contacting Us**

You can contact PEXA at the contact details below at any time if you want PEXA to stop using your personal information collected when using PEXA Key or disclosing your personal information collected when using PEXA Key to third parties for the purpose of those third parties marketing to you.

PEXA Business Address: Tower 4, Level 16 Collins Square, 727 Collins Street, Melbourne VIC 3008

Telephone Number: 1300 084 515

Email: [support@pexa.com.au](mailto:support@pexa.com.au)