

Your Details

Firm Name	<input type="text"/>	ABN	<input type="text"/>
Phone	<input type="text"/>	Fax	<input type="text"/>
Street Address	<input type="text"/>	Postal Address	<input type="text"/>
	<input type="text"/>		<input type="text"/>
DX Address	<input type="text"/>	Contact Email	<input type="text"/>
Accounts Contact	<input type="text"/>	Accounts Email	<input type="text"/>
Preferred Username	<input type="text"/>	Preferred Password	<input type="text"/>

Invoice Options

Credit Card (automatically debited weekly)

Credit Card Number

Expiry Name On Card

OR

Weekly Invoice **Fortnightly Invoice** **Monthly Invoice**

Licence

Licensor LEAP SEARCHING PTY LTD ("LEAP")

Licensee **Date**

This licence agreement sets out the terms and conditions agreed between LEAP and the User upon which LEAP shall provide the User with access to the LEAP System specified in the LEAP Schedule of Services and Charges, for the purposes of enabling the User to obtain on-line searches and other services through a LEAP System ("the Service"). The User agrees to be bound by and observe these terms and conditions together with LEAP's payment terms, Licence Agreement and operating procedures displayed on the screen or in the User Manual as supplied and amended by LEAP.

Services
LEAP will provide the following services to the User during the Term of this Licence:

- Access to a LEAP System via on-line internet connection for the purposes of enabling the User to order, receive, view and print searches of such public databases and other search resources as LEAP may from time to time make available via that LEAP System
- Access to fee and billing information in relation to searches ordered by the User
- Access to on-line support materials
- LEAP's standard initial training set up services and telephone support to authorised personnel

Charges
Standard Charges (including charges for each search service) are set out in a schedule provided to the User prior to commencement of this Agreement and are subject to variation from time to time, as published by LEAP and provided to the User directly or via access to the LEAP System. Any non-standard charges which apply are set out in a schedule provided to the User prior to commencement of this Agreement and are subject to variation from time to time.

Signed on behalf of Firm by its duly authorised officer	Signed on behalf of LEAP Searching Pty Ltd by its duly authorised officer
<input type="text"/>	<input type="text"/>
Print Name <input type="text"/>	Print Name <input type="text"/>
Print Title <input type="text"/>	

1 Term

1.1 This Agreement shall commence upon the acceptance by LEAP of the User's Licence Agreement and, subject to these terms and conditions, shall remain in force for an initial period of twelve months and (unless otherwise agreed in writing) the term shall continue thereafter from month to month until the expiration of one month following the date upon which either party gives one month's written notice of termination to the other.

1.2 LEAP may from time to time vary the conditions of this Agreement (including the prices at which the Service is to be provided) by giving written notice of such variation to the User.

2 Termination

2.1 LEAP may, subject to providing seven (7) days written notice to the User (during which time the User may remedy any breach), terminate this Agreement and deny the User access to the Service if the User is in breach of any of the conditions herein or if the User commits any act of bankruptcy or makes any composition or arrangement with its creditors or a receiver or manager is appointed over any part of its undertaking or its assets or it goes into liquidation or any petition is presented for its winding up.

3 Charges & GST

3.1 All charges are payable net thirty days from date of invoice, or as otherwise specified by LEAP at its discretion. If the User defaults in payment, LEAP reserves the right, without notice, to suspend access to the Service pending payment and if payment is not made within 14 days of the due date, to terminate this Agreement without notice. The User acknowledges that all charges are incurred by the User are incurred as a principal and not as agent for any other party and agrees to pay all charges by the due date. This is an essential term of this Agreement.

3.2.1 (a) In this clause 3 the expressions "adjustment note", "consideration", "GST", "supply", "tax invoice", "recipient" and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

(b) For the avoidance of doubt, "GST" includes any penalties or additional tax imposed in relation to the GST.

3.2.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST. The User must pay GST on the supply of the Services and LEAP will supply a tax invoice for its Services.

3.2.3 (a) Despite any other provision in this document, if GST is imposed on any supply made under this document, the recipient must pay to the supplier an amount equal to the GST payable on the supply.

4 Liability

4.1 LEAP grants the User access to the Service on the basis that LEAP is not engaged in rendering legal or other professional services.

4.2 LEAP shall not be liable to the User in negligence or otherwise in respect of anything done or omitted to be done by the User in reliance in whole or in part on the Service including any assistance or demonstration provided to the User by LEAP and LEAP's liability to the User shall in any event be limited to the amount of the fees charged for the particular service to which such liability relates.

4.3 To the extent that Clause 4.2 is rendered void or unenforceable by any relevant law LEAP's liability to the User is limited to either (at LEAP's discretion) the supplying of the service again or the payment of the cost of having the service supplied again.

4.4 LEAP does not warrant the accuracy or timeliness of searches provided by any government department or agency or other third party provider, and shall not be liable to the User or any third party for any delay, error or inaccuracy in any search or information supplied by any government department or agency or other third party provider or from any error or inaccuracy caused by communicating via the internet.

4.5 The User acknowledges certain government departments or agencies impose terms and conditions and limitations of liability in respect of the obtaining and use of information and searches from those departments and agencies. The User agrees to comply with the terms and conditions of supply and use imposed by any relevant government departments and agencies from time to time, including those which are extracted in Attachment "A" hereto.

5 Force Majeure

LEAP shall not be liable for any delay, loss or damage (including consequential loss) caused to the User directly or indirectly by the unavailability of access to the Service caused by the failure of the User to comply with this Agreement, power or mechanical failure howsoever caused, delays or failures in telecommunication systems or in the transmission of information via the internet or any cause whatsoever outside the control of LEAP.

6 Users, password and user manuals

6.1 LEAP shall issue the User with a User ID and Password allowing access to the Services. The User is responsible for the acts of its own employees and contractors and, without limitation must ensure that it protects the secrecy of any passwords issued to the User and controls the use of the Services by its employees and contractors. The User is responsible for all charges incurred on the User's account and the use of a password issued by LEAP to the User is prima facie evidence of the User's authority to order the Services. Where the User requests in writing that LEAP cancel a particular password or account, LEAP shall cancel that password or account as soon as practicable in normal business hours following receipt of that request.

7 Additional Services

In introducing any additional services LEAP may add to or vary the conditions of this Agreement as they apply to those additional services by notification on-screen or by written notice to the User. Usage of the additional services by the User shall be taken as agreement by the User to be bound by the conditions so displayed or notified.

8 Assignment and Notices

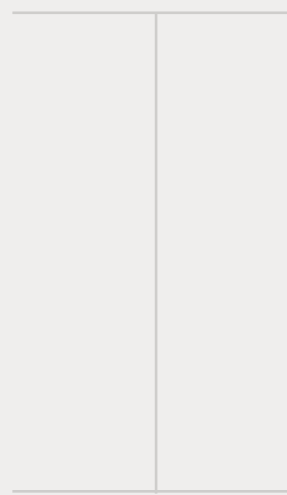
LEAP may by notice in writing to the User assign the benefits and obligations of this Agreement. Users may only assign this Agreement with the consent in writing of LEAP.

9 Exclusion of implied terms and jurisdiction

This Agreement and the Schedules attached to or referred to herein constitute the entire agreement between the parties in respect of the Services and supersede all other negotiations, agreements or understandings whether written or oral relating to the supply the Services and the other services provided under this agreement. All implied terms are hereby excluded, to the full extent permitted by law. This Agreement is made in New South Wales and is governed by the laws of New South Wales.

10 Privacy and Data Security

LEAP complies with the Privacy Act 1998 in respect of personal information and will not use or disclose any personal information received from the User or its clients except as is necessary for the purposes of providing its services or related purposes such as invoicing, providing customer support, training, record maintenance or statistical purposes or as otherwise required by law. While LEAP takes reasonable precautions to prevent unauthorised access to or use of personal information and confidential information, the use of electronic communications and electronic data storage system means that there remains a possibility that such information may be accessed by unauthorised persons. The User warrants that it has all authorities and consents to necessary to disclose any personal information it supplies to LEAP.



Extract of terms and conditions imposed by various government departments and agencies

1.1 Queensland Department of Natural Resources & Mines

Definitions

Direct Marketing means one to one marketing, normally supported by a database, which uses one or more advertising media to effect a measurable response and or transaction from a person (including a corporation or organisation) and includes but is not limited to, telemarketing, bulk e-mail messaging (spam), postal canvassing and list broking.

Licensed Data means data that is owned by or licensed to the State of Queensland (Department of Natural Resources and Mines) and licensed to others under agreements.

Licensed Data Product means any Value Added product derived from or based on the Licensed Data or any Licensed Data Product. Value Adding means any augmenting, repackaging or incorporating of the Licensee's data, or other data licensed to the Licensee, with the Licensed Data. Conversion of the Licensed Data onto different media or the translation into a different format is not Value Adding.

Hardcopy Product means any printed paper based (not in electronic form) Licensed Data Product.

Ownership

I acknowledge that I have no rights of ownership in the Licensed Data and all Intellectual Property Rights including copyright in the Licensed Data are retained by the State of Queensland (Department of Natural Resources and Mines).

Liability

I acknowledge that the State of Queensland (Department of Natural Resources & Mines) or the Licensee does not guarantee the accuracy or completeness of the Licensed Data and does not make any warranty about the Licensed Data.

I agree that the State of Queensland (Department of Natural Resources and Mines) or the Licensee is not under any liability to me for any loss or damage (including consequential Loss or damage) from my use of the Licensed Data Products.

Privacy

I agree that I will not use the Licensed Data or Licensed Data Products with the intention of encroaching up the privacy of an individual and I will comply with the Privacy Laws.

I agree that I will not use the Licensed Data or Licensed Data Products for Direct Marketing.

Copyright and Disclaimer

I agree to display the applicable copyright notice and disclaimer notice.

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1.2 Australian Securities and Investments Commission ("ASIC")

The User acknowledges that ASIC does not accept responsibility for any inaccuracy omission defect or error in the ASIC's database or in any of the software for accessing or searching those databases.

1.3 Business Names

The User acknowledges that the relevant State or Territory Department or Agency Provider cannot warrant that the Provider's database is free of inaccuracies, defect or errors.

The Provider shall not be responsible for any inaccuracy, defect or error in either the Provider's database or LEAP's programs or data.

1.4 Insolvency and Trustee Services Australia ("ITSA")

User acknowledges that the National Personal Insolvency Index ("NPII") maintained by ITSA may contain errors and that LEAP shall not be liable for any inaccuracy in the NPII.

1.5 NSW Department of Lands ("NSW LPI")

Conditions of use:

Users are prohibited from:

Using the Property Information other than for their own internal business purposes
On-selling, sub-licensing, disclosing or otherwise providing Property Information in any form to any other person

Altering the format, meaning or substance of any Property Information supplied
Printing Property Information on paper other than plain or pre-printed paper, which includes a Proprietary Notice *

Making copies of the Property Information other than as are reasonably required for backup purposes, provided that such copies include a Proprietary Notice * and are secured so as not to be accessed or used by unauthorised persons or for any purpose other than backup

Users agree to:

The collection and disclosure of my (User) information to DITM, for the purpose of DITM or its agents conducting customer satisfaction surveys.

* Proprietary Notice means a notice on material in which DITM claims rights, title or ownership, and includes a notice in the form "Land and Property Information (year)"

1.6 Landata, VIC Land Registry ("Landata")

Information provided via this service is for the exclusive use of the customer nominated and must not be passed on to any other party, nor can it be altered in any way.

Access to the LANDATA® System and data is NOT to enable the User to: reproduce, repackage or on-supply the Licensed Material; breach any of the licence conditions under which access is originally granted by the State of Victoria; distribute the data to other persons generally in any circumstances; or breach the provisions of the Copyright Act 1968;

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The information from the Register of Land is valid at the time and in the form obtained from the LANDATA® System only. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information from the Register of Land. The State of Victoria accepts no responsibility for information or data other than that which is part of the Register of Land.