

pdslive.com.au is an online property search application offering a range of tools to assist in generating timely information for all residential, commercial and rural properties.

With pdslive.com.au there's just one monthly charge that includes state-wide access to the latest & historical property information as standard plus there's no limit to the number of property searches. Its too easy.

### States Available



Qld



NSW



SA



WA



Vic

### Monthly Subscription



Unlimited access to state-wide property & sales information\*



Single login access



Interactive Mapping including Aerial & Satellite Imagery



Access to the latest & historical property sales in the country



Sales Growth Charts and the latest Research Statistics



Search for sales by street, suburb postcode or council area.



Find sales surrounding any property with our unlimited radial searches



Interactive Mapping including Aerial & Satellite Imagery



Access the latest property photographs to view comparable sales



Unlimited access to conduct Pricefinder property sale, rental & yield estimates\*

\* Ownership and telephone information not included in the investor package. Fair use policy applies to Pricefinder property estimates.

### Cost per Month per state

Unlimited Monthly Access - \$99.00 (Available in Queensland, New South Wales or South Australia only)

\* All prices include GST. Minimum commitment is one month. Membership will be recurring until stopped.

### As heard on 2UE & 4BC's Real Estate Talk with Kevin Turner!

Simply call 1300 665 177 or visit [pdslive.com.au](http://pdslive.com.au) to become a member today! Get the facts before your next property investment!  
It's too easy.

### Miscellaneous Searches



Queensland Searches

Title Searches

\$23.15

Registered Plans

\$23.15



New South Wales Searches

Title Searches

\$20.15

Registered Plans

\$20.15

All prices include GST

Simply complete the agreement below to become a member of pdslive.com.au. Fax this agreement to 1300 332 335 to activate your account. This agreement is to be read and signed in conjunction with the terms & conditions overleaf and is an agreement between Property Data Solutions Pty Ltd (ABN: 50110242129) and this client detailed below.

## Your Details

Property Data Solutions Pty Ltd    Phone: 1300 665 177 | Fax: 1300 332 335 | Email: info@pdslive.com.au    ABN: 50110242129    ACN: 110242129    Version: v1-01102008

Business or Company Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

ACN: \_\_\_\_\_ Telephone: \_\_\_\_\_

ABN: \_\_\_\_\_ Fax: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

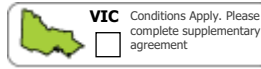
Line of Business: \_\_\_\_\_

Main Contact Name: \_\_\_\_\_ Accounts Contact Name: \_\_\_\_\_

Email: \_\_\_\_\_ Account Email: \_\_\_\_\_

## Services

Please select the states you wish to subscribe to:



Add Platinum Access:




One off Charges	Costs	GST	Total
<input type="checkbox"/> Activation Fee (Once off only) -\$ 200 + gst	\$ 0.00	\$ 0.00	\$ 0.00
Start Date: _____ <b>Total Upfront Payments:</b>	\$ 0.00	\$ 0.00	\$ 0.00
Recurring charges per month	Cost	GST	Total
<input checked="" type="checkbox"/> 1 x Monthly Subscription Fee - \$ 90 + gst per state	\$ 90.00	\$ 9.00	\$ 99.00
<small>Please select any additional options:</small>			
<input type="checkbox"/> Add Regional Access - \$ 0 + gst per month (Vic only)	\$ 0.00	\$ 0.00	\$ 0.00
<input checked="" type="checkbox"/> Add Platinum Access - \$ 0 + gst per month	\$ 0.00	\$ 0.00	\$ 0.00
<b>Total Monthly Subscriptions:</b>	\$ 90.00	\$ 9.00	\$ 99.00

**Special Conditions:** Investor Access (Qld, NSW or SA only)

**Minimum Contract Period:** \_\_\_\_\_

## Payment Options

**1. Credit Card Details**  (Automatic Credit Card payment until subscription cancellation)

Card Type:  Visa  Mastercard  Amex 

Card No: \_\_\_\_\_

Card Holders Name: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

Card Holders Signature: \_\_\_\_\_

**2. Direct Debit Details**  (Automatic Direct Debit payment until subscription cancellation)

I/We request that moneys due in terms of the repayment arrangements covered by this document be drawn under the Direct Debit System from my/our account conducted with:

Financial Institution: \_\_\_\_\_

Name of Account: \_\_\_\_\_

BSB Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

**Subscription Payment Frequency:** (Default is monthly)

Monthly  Quarterly  Six Monthly  Annual

**3. Payable upon Invoice**  (Payable by Cheque or EFT upon invoice)

## Agreement

This agreement is between Property Data Solutions and the customer identified above. The customer hereby orders the service of Property Data Solutions specified above, Property Data Solutions agrees to provide such services subject to the General Conditions of supply (overleaf) and any special conditions attached.

Name: \_\_\_\_\_

Title / Position: \_\_\_\_\_

1. Authorised Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title / Position: \_\_\_\_\_

2. Authorised Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Office Use Only

Client Code: \_\_\_\_\_ Account Manager: \_\_\_\_\_

User Login: \_\_\_\_\_ Date: \_\_\_\_\_

## Terms and Conditions

### 1. Definition

In this Agreement the following terms shall have the meanings respectively ascribed to them:

- a) The 'Customer'; shall mean the person whose name and address appears on the front of this form
- b) The 'Agreement' shall mean this order form when executed by the Customer and accepted by Property Data Solutions

**2. Purpose of the Agreement** The Customer hereby requests Property Data Solutions To make the various Services specified and agreed to on the front of this form available to the Customer. Acceptance of the Agreement by Property Data Solutions shall entitle the Customer to access the Service(s) specified subject to these General Conditions of Supply, Property Data Solutions standard price list and if applicable, any Special Conditions, and subject further to all Conditions which Property Data Solutions may publish from time to time and provide to the Customer respecting Property Data Solutions, Services.

### 3. Terms of Agreement

- a) All information, whether printed, written or oral, incorporated in the publications or in any other document delivered to the subscriber pursuant to this subscription agreement or submitted in answer to a regular or special enquiry or voluntarily furnished to the subscriber by Property Data Solutions is for the exclusive use of the subscriber as one factor in the subscriber's marketing and other business decisions and for no other purpose. Such information shall be held in strict confidence and shall never be revealed or made accessible in any manner whatever to the persons reported upon or to any other persons. It is expressly agreed that the subscriber shall neither request information for the use of others nor permit requests to be made under this subscription agreement by others.
- b) This Agreement comes into effect immediately Property Data Solutions notifying the customer that it will provide the Service(s) to the Customer and remains in effect until terminated as specified herein.

### 4. Payments & Charges

- a) The customer will pay the company for the one-time charges identified on the service agreement (except for those charges that have already been paid to the company) on the delivery date.
- b) Rental and recurring charges will commence on the delivery date and are payable monthly in advance on the fifteenth of the month, the first such payment to be made shall represent the proportionate charge for the part month from and including the delivery date together with any additional charges then due.
- c) Claims for credit must be made in writing to Property Data Solutions within 14 days from the date upon which the cause of the claim first arises.

### 5. Services

Property Data Solutions reserves the right to add or withdraw any of its Services, and modify or otherwise improve Property Data Solutions, Services without notice. Property Data Solutions reserves the right to change any and all Service rates, documentation prices, fees and any other prices or other conditions of supply of the Agreement respecting Property Data Solutions, Services at any time and all such changes shall be effective immediately. However Property Data Solutions Pty Ltd. will use its best efforts to provide thirty (30) days notice in advance of the effective date of such changes.

### 6. Copyright

- a) It is recognised that all data and information provided through Property Data Solutions and the formats thereof, will be subject to the copyright and other property rights of Property Data Solutions and/or the respective Database Providers. The Customer shall not commit or permit any act of omission or commission by its agents, employees or any third party which will impair the copyright or other proprietary rights to the data, information and formats.
- b) The Customer shall not disclose, transfer, duplicate, reproduce, retain for a purpose other than that for which it was first acquired, sell or reuse any information supplied by Property Data Solutions regardless of the form in which that information was supplied and, in particular, without limiting the generality of the foregoing, shall not do any of those acts with respect to information contained in hardcopy or any storage media, of whatever type, nature and description.
- c) Without limiting the generality of the sub-clause 6 (b), no information supplied by Property Data Solutions will be copied or transferred to another file; where access to Property Data Solutions, Services permits the Customer to print data in machine readable form (using commands designated for this purpose) the Customer agrees:
  - i) Not to transfer, retransmit, duplicate or resell any items from the database to any third party without prior written approval of Property Data Solutions.
  - ii) Not to use these items from Property Data Solutions, Services to combine with any other information with the object of offering it on-line or in any other way to third parties without prior written approval of Property Data Solution.

### 7. Warranty

All terms, conditions, representations, warranties, guarantees and indemnities (hereinafter "Statements"), not expressly contained herein, whether arising by operation of law or otherwise, are hereby expressly excluded to the maximum extent permitted by law and, in particular, but in no way limiting the generality of the foregoing, Property Data Solutions makes no Statement as to the completeness or accuracy of the data comprised in Property Data Solutions, Services or as to its fitness for use for any purpose.

### 8. Liability

- a) Property Data Solutions shall not be liable to the Customer for any loss of profit, or earning, any damage or goodwill suffered by any person arising directly or indirectly out of its provision of Property Data Solutions, Services whether in accordance with the terms of the Agreement or otherwise and whether caused by negligence or wilful act of Property Data Solutions its servants or agents or from any other cause.
- b) Property Data Solutions liability of any nature or kind (including, without limitation, negligence) with respect to the subject of this agreement, or for non-compliance with or breach of any Statement which cannot be excluded by agreement, is limited to providing the service in respect of which the breach or non-compliance arose, or, at Property Data Solutions option, to the cost of having that service provided.

### 9. Indemnity

The Customer shall indemnify and hold Property Data Solutions and its officers and employees harmless from and against any loss, claim, demand, expense (including legal fees) arising out of the Customer's use of Property Data Solutions. The obligations imposed by this clause are owned jointly and severally to Property Data Solutions and to its employees.

### 10. Entire Agreement

This Agreement, including Special conditions, price lists and other notices provided to the Customer in any printed form or otherwise published by Property Data Solutions, including revisions thereto, constitute the entire agreement as to the subject matter hereof.

**11. Acceptance of Agreement** This agreement is not binding upon Property Data Solutions until accepted by it. Property Data Solutions hereby reserves the right to terminate this Agreement upon fourteen (14) days written notice, with or without reason, in which event it shall be obliged to refund at any time, the unearned portion of any consideration paid by the subscriber under this Agreement. The Customer may terminate this agreement upon minimum thirty (30) days written notice to PDS, with or without reason (subject to any special conditions). In this instance, Property Data Solutions shall not be obliged to refund at any time, the unearned portion of any consideration paid by the subscriber under this Agreement.

**12. Customer Warranty and Indemnity** The Customer warrants with respect to the information supplied that all requirements of the Privacy Act as to content security, access, disclosure and use, have or will be complied with in full.

### 13. Property Data Solutions Privacy Statement

Property Data Solutions (PDS) receive and store LPI property sales information. As such this company holds information regarding the property histories of individuals and organisations. PDS is bound by the National Privacy Principles under the Privacy Act 1988 (Cth) and the Privacy and Personal Information Protection Act 1998 (NSW). PDS has the following policies in relation to the above Privacy Principles:

**Collection** - We will not store personal information unless it is necessary for one or more of our functions or activities. The information will be collected lawfully and fairly, and not in an unreasonably intrusive way.

**Use and Disclosure** - We will not use or disclose personal as provided by LPI other than for the purpose disclosed at the time of collection. If another use is proposed, we will seek further consent, unless that other purpose is related to the original purpose of collection.

We will not knowingly allow our clients to use the information for Direct Marketing purposes. Breaches of this requirement will be actioned with suspension of the offending account and notification to LPI.

**Data Quality** - We take all reasonable steps to ensure that the personal information, as provided by LPI, we collect, use or disclose is accurate, complete and up to date. When the information is no longer needed, we take reasonable steps to destroy personal information.

**Data Security** - We use industry standard security and encryption to protect all data including the personal information we hold from misuse and loss, and from unauthorised access, modification or disclosure.

### 14. Special Condition

Acceptance of this agreement is subject to the following special conditions and minimum contract period.

**Special Conditions:** Investor Access (Qld, NSW or SA only)

**Minimum Contract Period:**

**Distributor Arrangements:** Property Data Solutions Pty Ltd is an exclusive agent of Veda Advantage Solutions Group Pty Ltd for pdslive.com.au in South Australia.

## Direct Debit Request

### Our commitment to you,

#### Drawing arrangements:

- We will advise you, in writing, the details of the Property Data Solutions Pty Ltd Direct Debit drawing arrangements (amount; frequency; commencement date) at least 3 business days prior to the first drawing.
- Where the due date falls on a non business day, we will draw the amount on the next business day.
- We will not change the amount and amount or frequency of drawings arrangements without your prior approval
- We reserve the right to cancel the PDS Direct Debit drawing arrangements if three or more drawings are returned unpaid by your nominated Financial Institution and to arrange with you an alternate payment method.
- We will keep all information pertaining to your nominated account at the Financial Institution, private, encrypted and confi dential
- Rental Subscription and recurring charges will commence on the delivery date and are payable monthly in advance and arrears on the fifteenth of the month, the first such payment to be made shall represent the proportionate charge for the part month from and including the delivery date together with any additional charges then due.

#### Your rights:

- You may terminate the PDS Direct Debit drawing arrangements at any time by giving written notice directly to us, or through your nominated Financial Institution. Notice given to us should be received by us at least 14 business days prior to the due date.
- You may stop payment of a drawing under the PDS Direct Debit by giving written notice directly to us, or through your nominated Financial Institution. Notice given to us should be received by us at least 14 business days prior to the due date.
- You may request change to the drawing amount and/or amount and frequency of PDS Direct Debit drawings by contacting us and advising your requirements no less than 14 business days prior to the due date.
- Where you consider that a drawing has been initiated incorrectly [outside the PDS Direct Debit arrangements] you may take the matter up directly with us, or lodge a Direct Debit Claim through your nominated Financial Institution.

### Your commitment to us,

#### Your responsibilities:

- It is your responsibility to ensure that sufficient funds are available in the nominated account to meet a drawing on its due date.
- It is your responsibility to ensure that the authorisation given to draw on the nominated account, is identical to the account signing instruction held by the Financial Institution where the account is based.
- It is your responsibility to advise us if the account nominated by you to receive the PDS Direct Debit drawings is transferred or closed.
- It is your responsibility to arrange with us a suitable alternate payment method if wish to cancel the PDS Direct Debit drawing.