

# Tenancy Report Terms and Conditions

## 1. Tenancy Report

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### 1.1 Tenancy Report

- (a) You may make a request to purchase a tenancy report for the purposes of your tenancy application (a **Tenancy Report**).
- (b) In that case, Sorted Lab Pty Ltd ABN 68 616 153 738 (**Sorted Services**) will resell and make available to you a Tenancy Report generated by Equifax Australia Information Services and Solutions Pty Limited ABN 26 000 602 862 or its related bodies corporate (**Equifax**).

### 1.2 Validity, collection and availability

- (a) Whilst Sorted Services will use reasonable efforts to make sure the Tenancy Report is provided within a reasonable time, Sorted Services is not responsible for any delays in providing the Tenancy Report to you (except where directly caused by Sorted Services).
- (b) Sorted Services will store any Tenancy Report purchased by you in your Sorted Services Application Profile for a period of thirty (30) days (or such other period as is reasonably specified by Sorted Services from time to time or as is required by law or aligned to the validity of the report).
- (c) Sorted Services relies on the information provided to it by third parties (including you and Equifax) and does not independently evaluate or make any representations as to the accuracy, completeness or validity of the information in the Tenancy Report.
- (d) Sorted Services collects information from you when you request a Tenancy Report, such as the information you enter into your Sorted Application Profile. You acknowledge that the quality of the information returned to you depends on the information you provide to Sorted Services.
- (e) A Tenancy Report is only valid for the period specified in the Tenancy Report.

## 2. Your acknowledgments and obligations

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- (a) You agree and acknowledge that:
  - (i) Sorted Services does not warrant the accuracy, completeness or suitability of the Tenancy Report and you should evaluate the usefulness of the Tenancy Report yourself.
  - (ii) Submission of a Tenancy Report with your tenancy application does not guarantee that your tenancy application will be successful.
  - (iii) A purchased Tenancy Report will only be disclosed to the relevant real estate agent or landlord with your authorisation when you submit your tenancy application.
  - (iv) Where a Tenancy Report is purchased but not disclosed as part of a tenancy application, the relevant real estate agent or landlord may request a Tenancy Report as part of their application process.
- (b) You are responsible for payment for all Tenancy Reports supplied at the fees notified to you via the Sorted Services portal.
- (c) Sorted Services may amend the fees payable by you for Tenancy Reports (except those you have already ordered) from time to time and will publish the amended fees on the Sorted Services portal.

## 3. Liability

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- (a) Nothing in these terms and conditions excludes any consumer rights that cannot be excluded under any statute including the *Competition and Consumer Act 2010* (Cth). All of the clauses below are subject to any such rights that cannot be excluded.
- (b) To the full extent permitted by law, Sorted Services excludes all liability for loss or damage in relation to:
  - (i) the accuracy, completeness or quality (or lack thereof) of the information supplied as part of any Tenancy Report; and
  - (ii) any decision made by you or any other person using information supplied as part of any Tenancy Report.
- (c) Each party's total aggregate liability in respect of all claims arising under or in connection with these terms and conditions (including in negligence) will not exceed the amount paid by you to Sorted Services for Tenancy Reports under these terms and conditions in the 12 months prior to basis of the relevant claim arising.
- (d) To the extent permitted by law, a party's liability for breach of any condition, warranty or guarantee imposed by statute that cannot be excluded and the other party's sole and exclusive remedy in relation to such breach will be limited to (at the first party's election):
  - (i) in the case of goods:
    - (A) replacement or repair of the goods or supplying the equivalent goods again; or
    - (B) paying the cost of replacing or repairing the goods or of acquiring equivalent goods; and
  - (ii) in the case of services:
    - (A) supplying the services again; or
    - (B) paying the cost of having the services supplied again.

## 4. General provisions

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- (a) In these terms and conditions, "including" and similar words are not words of limitation.
- (b) Sorted Services will not be liable for any delay or default in performance under these terms and conditions if it is caused directly or indirectly by an event or circumstance reasonably beyond Sorted Services' control (including war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, pandemic, plague or other natural calamity, malicious

third party software code, computer viruses, malicious attacks (including denial of service attacks) or failure of the internet), or any delay, failure or default by any third party supplier.

- (c) These terms and conditions are governed by the laws of Victoria, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts having jurisdiction in that state.
- (d) Any provision of these terms and conditions which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of these terms and conditions or the validity of that provision in any other jurisdiction.
- (e) Sorted Services may from time to time change the terms and conditions under which it will resell and make available Tenancy Reports. Such changes will not apply to any Tenancy Report you have already ordered at that time.