

# REIV Median Prices Excel (RMPE) / REIV Research Bulletin Excel (RRBE)

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## 1. Copyright:

- 1.1 The REIV owns the copyright in RMPE / RRBE. The subscriber must not reproduce, distribute, re-supply, or transmit RMPE / RRBE without the prior written consent of the REIV. Consent may be given at the REIV's discretion and may be subject to conditions.

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- 2.1 During the period of the subscriber's subscription to either RMPE or RRBE or both RMPE and RRBE (as the case may be), the REIV grants the subscriber a non-exclusive licence to use the content of RMPE or RRBE or both RMPE and RRBE (as the case may be) in the following manner, notwithstanding clause 1.1 – x

2.1.1 to modify the content for the purpose of incorporating it into products or works of the subscriber; or

2.1.2 to use the content to perform calculations; or

2.1.3 to use the content in conducting research

provided that in modifying or using the content the subscriber always provides an attribution to the REIV and acknowledges the source as being RMPE or RRBE, as the case requires.

- 2.2 Apart from for the purposes of the licensed uses permitted by clause 2.1, the subscriber must not –

2.2.1 modify, adapt, copy, translate, reverse engineer, store in a retrieval system, upload, post, deliver or sell; or

2.2.2 remove any copyright, trade mark, or other proprietary rights notice(s) from

RMPE or RRBE

- 2.3 The REIV may immediately terminate this licence if the subscriber does not comply with its terms. The subscriber agrees with the REIV that no prior notice of a failure to comply with the terms of this licence and a period of notice to remedy the failure is required before termination.

- 2.4 Notice of termination must be in writing, specify the non-compliance with the terms of the licence, be dated and signed and given to the subscriber by –

2.4.1 delivering it to the subscriber's usual or last known address; or

2.4.2 posting it by pre-paid post to the subscriber's usual or last known address; or

2.4.2 sending it by email to the subscriber's usual or last known email address.

- 2.5 Termination will be effective upon the notice –

2.5.1 being delivered. But if delivered on or after 5:00 pm it will be deemed delivered at 9:00 am on the next business day at the point of delivery; or

2.5.2 if posted, two business days after being posted; or

2.5.3 if sent by email, at the time of dispatch as defined in section 13 of the Electronic Transactions (Victoria) Act 2000. But if the time of dispatch is on or after 5:00 pm, the email will be deemed dispatched at 9:00 am on the next business day at the place of dispatch.

- 2.6 'In writing' means all modes of representing or reproducing words, figures or symbols in a visible form.

- 2.7 'Business day' means a day other than Saturday, Sunday or a bank holiday at the point of delivery or place of dispatch.

one or more editions of RMPE and/or RRBE.

**3. Liability:**

- 3.1 The REIV supplies RMPE and / or RRBE to the subscriber with consumer guarantees that cannot be excluded under the Australian Consumer Law (ACL)
  - 3.2 If the REIV fails to comply with the consumer guarantees, the subscriber may be entitled to the remedies that cannot be excluded under the ACL.
  - 3.3 The REIV's liability to the subscriber for a failure to comply with the consumer guarantees which cannot be excluded under the ACL is limited to –
    - 3.3.1 the supplying of RMPE or RRBE again, or
    - 3.3.2 the payment of the cost of having RMPE or RRBE supplied again.
  - 3.4 Without excluding or limiting the remedies to which the subscriber may be entitled under the ACL, the REIV excludes all other implied terms and warranties, statutory or otherwise relating to or in connection with the supply or use of RPU or RRB.
  - 3.5 The REIV will not be liable to the subscriber for indirect or consequential loss or damage arising from or relating to or in connection with the supply or use of RMPE or RRBE in contract, tort, or under any law or otherwise including for loss of revenue, loss of profits, failure to realise anticipated profits or savings and any other commercial or economic loss.
  - 3.6 The REIV's liability to the subscriber for loss or damage of any kind arising out of or relating to or in connection with the supply or use of RMPE or RRBE is reduced to the extent that the subscriber causes or contributes to the loss or damage. The reduction applies whether the REIV's liability arises in contract, tort, or under a law or otherwise.
- 4.2 In creating RMPE and RRBE the REIV has relied upon material supplied by third parties. As a result, the REIV does not warrant the accuracy or completeness of RMPE or RRBE and the subscriber accepts the supply of RMPE and RRBE with that knowledge.
  - 4.3 The subscriber acknowledges that the subscriber is not entitled to rely on RMPE or RRBE to commit to obtain finance, restructure finances or sell or buy real estate, a business or goods or services.
  - 4.4 The REIV may change the terms and conditions on which RMPE or RRBE is made available to subscribers at any time. The changes must be notified in writing and a subscriber will be bound by the changes when notice of them is given in the manner provided in clause 2.5.
  - 4.5 If the whole or a part of these terms and conditions is void, unenforceable or illegal it is severed and the remainder continues in full force or effect.
  - 4.6 These terms and conditions are governed by the law of Victoria and the REIV and the subscriber submits to the exclusive jurisdiction of the courts of Victoria.

**4. General**

- 4.1 "subscriber" is an individual or a corporation who or which subscribes to

## **REIV Property Update PDF (RPU) / REIV Research Bulletin PDF (RRB)**

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- 1.2 The subscriber must not –

1.2.1 modify, adapt, copy, translate, reverse engineer, store in a retrieval system, upload, post, or sell; or

1.2.2 remove any copyright, trade mark, or other proprietary rights notice(s) from

RPU or RRB

**2. Liability:**

2.1 The REIV supplies RPU and RRB to the subscriber with consumer guarantees that cannot be excluded under the Australian Consumer Law (ACL).

2.2 If the REIV fails to comply with the consumer guarantees, the subscriber may be entitled to the remedies that cannot be excluded under the ACL.

2.3 The REIV's liability to the subscriber for a failure to comply with the consumer guarantees which cannot be excluded under the ACL is limited to –

2.3.1 the supplying of RPU or RRB again; or

2.3.2 the payment of the cost of having RPU or RRB supplied again

2.4 Without excluding or limiting the remedies to which the subscriber may be entitled under the ACL, the REIV excludes all other implied terms and warranties, statutory or otherwise relating to or in connection with the supply or use of RPU or RRB.

2.5 The REIV will not be liable to the subscriber for indirect or consequential loss or damage arising from or relating to or in connection with the supply or use of RPU or RRB in contract, tort, or under any law or otherwise including for loss of revenue, loss of profits, failure to realise anticipated profits or savings and any other commercial or economic loss.

2.6 The REIV's liability to the subscriber for loss or damage of any kind arising out of or relating to or in connection with the supply or use of RPU or RRB is reduced to the extent that the subscriber causes or contributes to the loss or damage. The reduction applies whether the REIV's liability arises in contract, tort, or under a law or otherwise.

**3. General**

3.1 "subscriber" is an individual or a corporation who or which subscribes to one or more editions of RPU and/or RRB.

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