

## Terms & Conditions

I offer to rent the property from the owner under the lease. If my application is accepted by the owner I agree to enter into the lease.

I acknowledge that this application is subject to the approval of the owner. No action will be taken against the owner or agent (if applicable) if the application is unsuccessful or upon acceptance should the premises be unavailable for occupation on the due date for whatever reason.

I declare that all information provided is true and correct and given of my own free will, that I am over the age of 18 years, that the rental payments are within my means, that I have inspected the premises and that I am not bankrupt or an undischarged bankrupt.

I authorise the owner or its agent to obtain personal information from: (a) The owner or the agent of my current or previous residence; (b) My personal referees and employer/s; (c) Any record listing or database of defaults by tenants such as NTD, TICA or TRA for the purpose of checking my tenancy history;

I am aware that I may access my personal information by contacting –

- NTD: 1300 563 826
- TICA: 1902 220 346
- TRA: (02) 9363 9244

I consent to the collection and use of the information contained in this application in the manner outlined in the Privacy Statement attached as Annexure A to these terms and our Privacy Policy found at [www.estrentals.com.au/privacy-policy](http://www.estrentals.com.au/privacy-policy). I also consent to the terms and conditions applicable to the use of this rental application portal (**Portal Terms**) attached as Annexure B to these terms.

If I provide the owner or its agent with personal information of other parties (such as a joint tenant, a guarantor, or my referees) I must notify them that the owner or its agent have been provided with their personal information and must make them aware of these terms and conditions (including, where applicable, Privacy Statement and Portal Terms annexed to these terms) and the Privacy Policy.

If I default under the lease, I agree that the owner or its agent may disclose details of any such default to a tenancy default database, and to agents/landlords of properties I may apply for in the future. I am aware that the owner or its agent will use and disclose my personal information in order to:

- (a) communicate with the owner and select a tenant
- (b) prepare lease/tenancy documents
- (c) allow tradespeople or equivalent organisations to contact me
- (d) lodge/claim/transfer to/from a Bond Authority
- (e) refer to Tribunals/Courts & Statutory Authorities (where applicable)
- (f) refer to collection agents/lawyers (where applicable)
- (g) complete a credit check with NTD (National Tenancies Database)

and for such other purposes as are set out in the Privacy Policy and the Privacy Statement.

I am aware that if information is not provided or I do not consent to the uses to which personal information is put, the owner or its agent cannot provide me with the lease/tenancy of the premises.

I acknowledge that if this application is successful:

- a bond and up to one months' rent in advance must be paid at the time of signing the tenancy agreement
- I will update the owner or its agent with any changes to my personal information.

## Statement of Information

1. Discrimination is treating, or proposing to treat, someone unfavourably because of a personal attribute. Discrimination is also imposing an unreasonable requirement, condition or practice that disadvantages persons with a personal attribute.
2. In Victoria it is unlawful to discriminate against someone in relation to certain personal attributes. This means that residential rental providers (rental providers) and real estate agents cannot refuse you accommodation or discriminate against you during your tenancy on the basis of personal attributes protected by law. The following is a list of some protected attributes that are sometimes discriminated against in the rental market—
  - age;
  - disability (including physical, sensory, intellectual disability and mental illness);
  - employment activity;
  - expunged homosexual conviction;
  - gender identity;
  - industrial activity (including union activity);
  - marital status;
  - parental status or status as a carer;
  - physical features;
  - political belief or activity;
  - pregnancy or breastfeeding;
  - race;
  - religious belief or activity;
  - lawful sexual activity or sexual orientation;
  - sex or intersex status;
  - association with someone who has these personal attributes.
3. These personal attributes are protected by law and extend to agreements under the Residential Tenancies Act 1997 (the Act). It is against the law for a rental provider or their agent to treat you unfavourably or discriminate against you because of these personal attributes when you are applying for a rental property, occupying a rental property or leaving a rental property.
4. Discrimination on the basis of any of these personal attributes may contravene Victorian laws including the Act, the *Equal Opportunity Act 2010* (the Equal Opportunity Act), and a range of Commonwealth Acts including the Age Discrimination Act 2004, the Disability Discrimination Act 1992, the Racial Discrimination Act 1975 and the Sex Discrimination Act 1984.
5. In some limited circumstances, discrimination may not be unlawful, including accommodation provided for children, shared family accommodation, and student accommodation. For example, a community housing provider who is funded to provide youth housing may positively discriminate to provide accommodation for a young person. For more information, contact the Victorian Equal Opportunity and Human Rights Commission (VEOHRC).
6. **Scenarios and examples of unlawful discrimination in applying for a property**
  - Refusing or not accepting your application because you have children, unless the premises is unsuitable for occupation by children due to its design or location.
  - Processing your application differently to other applicants and not giving your application to the rental provider because you have a disability or because of your race.
  - Offering you the property on different terms by requiring more bond or requiring you to have a guarantor because of your age.
  - Refusing to provide accommodation because you have an assistance dog.
7. **Scenarios and examples of unlawful discrimination when occupying or leaving a property**
  - Refusing to agree to you assigning your lease to someone else because of that person's personal attributes.

- Refusing to allow you to make reasonable alterations or modifications to the property to meet your needs if you have a disability.
- Extending or renewing your agreement on less favourable terms than your original agreement based on your protected attributes (e.g. due to a disability).
- Issuing you with a notice to vacate based on your protected attributes.

The examples listed and similar actions could contravene the Act, the Equal Opportunity Act, or the Commonwealth Acts.

### **Getting help**

8. If a rental provider or a real estate agent has unlawfully discriminated against you and you have suffered loss as a result, you may apply to VCAT for an order for compensation under section 210AA of the Act. VCAT may be contacted online at [vcat.vic.gov.au/](http://vcat.vic.gov.au/) or by calling 1300 018 228.
9. If you would like advice about unlawful discrimination in relation to an application to rent or an existing agreement you may call Victoria Legal Aid on 1300 792 387.
10. If you feel you have been unlawfully discriminated against when applying to rent, or once you have occupied a property, you or someone on your behalf may make a complaint to VEOHRC at [humanrightscommission.vic.gov.au/](http://humanrightscommission.vic.gov.au/) or by calling 1300 292 153.

For further information visit the renting section of the Consumer Affairs Victoria website at [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting) or call 1300 55 81 81.

## **Annexure A**

### **Est. Rentals Privacy Statement**

#### **Renter Personal Information Collection Notice**

In order for you to secure a tenancy, for Est. to carry out its role as agent and property manager, and for landlords to be able to interact with Est. and you, you are required to provide certain information about you and your guarantor/s (if any), including personal information which may be subject to the *Privacy Act 1988* (Cth) and Australian Privacy Principles. Please take the time to read this Privacy Statement carefully as it sets out the reasons why we collect personal information and how we may use your personal information. Once completed, return it to Est. with your Residential Rental Application. A reference to 'you' in this notice is (as the context applies) a reference to you, any other individual/s that seek to reside with you and/or your guarantor/s.

The types of personal information we collect include:

- Name, address and date of birth
- Phone numbers, emails and similar contact details
- Identification documents
- Current and past residences
- Names of family members
- Occupation details (current and past)
- Emergency contact details and referee details

As agent and property manager, we collect your personal information and personal information belonging to your guarantor/s (if any) so the landlord can assess the risk in providing you, the tenant, with the lease of the premises you have requested and if the risk is considered acceptable, to provide you with the lease of the premises. Once you are in a tenancy, we will keep and use your personal information (and the personal information belonging to your guarantor/s (if any)) for the purpose of managing your tenancy. You can ask for access to the personal information we have about you at any time.

To carry out this role and during the term of your tenancy, we (and the landlord) may disclose your personal information (and the personal information belonging to your guarantor/s (if any)) to other entities and people for the uses listed but not limited to those below and for purposes of managing your tenancy as listed below:

- the landlord and its advisers (including the landlord's legal practitioner, mortgagee, financier and/or insurer);
- referees and guarantors that you have nominated;
- tradespeople and similar organisations to contact you in relation to maintenance to the premises;
- disclosing to relevant authorities in respect of your tenancy and to tribunals, courts and statutory authorities where necessary (including but not limited to Consumer Affairs Victoria, Victorian Civil and Administrative Tribunal);
- third party providers of tenancy databases (including but not limited to TICA);
- other real estate agents, property managers and rental providers;
- enabling us to gain information from your previous property agents and landlords;
- enabling us to prepare the rental documents for the premises;
- paying or releasing rental bonds to or from the relevant residential bond authority;
- referring to landlord's mortgagee, financier and/or insurer;

- reporting your conduct as a renter on the relevant third party tenancy database/s;
- to be entered into our sales databases and mailing lists (for this database and mailing list you can opt-out at any time).

Please be aware that if your personal information and the personal information belonging to your guarantor/s (if any) is not provided to us and if you do not consent to the purposes and uses for which the landlord and we disclose you and your guarantor's personal information, the landlord cannot properly assess the risk to the landlord, nor can we carry out duties as the agent and property manager. Consequently, the lease/tenancy of the premises cannot be provided to you.

## Annexure B

### Est. Portal Terms and Conditions

**Est Resident Services Pty Ltd ACN 670 713 658 ('Est.', 'us', 'we' and 'our')** operates the Est. website, StarRez website and mobile application through which tenants can access and use a member portal (**Portal**). In the Portal, as a tenant, you can access certain documents in respect of your tenancy, give and receive notices, documents and communications relevant to your tenancy, make payments, and receive certain tenancy and property services we provide or offer subject to these terms and conditions (**Terms**).

Please read these Terms carefully before using the Portal, as your use of the Portal is subject to these Terms.

By using the Portal (whether now or in the future) or continuing to use the Portal, you agree to be bound by these Terms and our Privacy Policy. If you do not accept these Terms or our Privacy Policy you should cease using the Portal immediately.

If you do not accept these Terms, you should not use any part or functionality of the Portal.

We reserve the right to change these Terms from time to time. You should check the Portal regularly to review the current Terms and any changes or updates we may make - your next use of the portal will be deemed acceptance by you to all changes and updates made.

#### 1. Your Account and Terms

- (a) You may only use the Portal in respect of the premises you lease or are applying to lease.
- (b) The Portal is only available to those individuals 18 years of age or older who have full capacity to enter binding contracts on their own behalf or on behalf of those individuals under 18 years of age for whom they have legal responsibility. You are not permitted to use the Portal if you are not 18 years of age or older unless you have the consent of your parent or guardian.
- (c) The keeping and use of your personal information submitted via the Portal is governed by our Privacy Policy available at <http://www.estrentals.com.au/privacy-policy/>.
- (d) When you register an account with us, you will provide us with personal information such as your name, age and email address and gender. We may also ask for other information relevant to you as tenant or your lease, such as any financial or employment information, your rental history and your referrals. For further information, please see our Privacy Policy available at <http://www.estrentals.com.au/privacy-policy/>.
- (e) When you register an account with us:
  - (i) we will provide you with a user name and you will be required to select a password. Please use a unique password for your account (that is, please do not use a password you use for your other online accounts). You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this account. You must not share, give or sell your user name or password to any person or company; and

- (ii) you may be required to give us payment details if you are required to make payments through the Portal. It is your responsibility to ensure that your payment details and any account details are correct and up-to-date. Where direct debit arrangements have been made, you are responsible for making the necessary requirements to ensure rental payments are made on time.
- (a) Excessive viewings or logins by you may be construed by us as misuse of the Portal, which will result in the immediate suspension or cancellation of your access to the Portal.
- (f) You must promptly provide accurate and updated information to us via your account throughout the duration of their use of the Portal. This includes, but is not limited to, personal information, contact details, payment information, financial details and any other relevant information or data required for the effective use and administration of your tenancy, your account and the Portal itself. You acknowledge that maintaining current and accurate information is vital for the proper functioning of your tenancy, your account and the Portal itself, and ensuring seamless communication and delivery of services related to your tenancy agreement.
- (g) Failure to provide timely updates or providing false or misleading information may result in a breach of your lease and/or these Terms and could lead to suspension of your account or access to the Portal (in whole or part), without liability to us. You further acknowledge that you bear sole responsibility for any consequences that may arise due to the provision of outdated or inaccurate information.
- (h) You are responsible for making all arrangements necessary for you to have access to the Portal, including any fees or costs associated with hardware, equipment, software, network and data services (including carrier fees).
- (i) You are responsible for ensuring that all persons who access the Application through your device or account are aware of these Terms and comply with them, and you are liable for any and all acts or omissions of such persons using your account.

## 2. Your Access to the Portal

- (a) Your access to the Portal is conditional on you complying with these Terms.
- (b) We may require you to verify your identity in order to give you access to the Portal (and we may require updates or further verification from time to time). If, at any time, your identity cannot be verified we may elect to suspend your access to the Portal immediately.
- (c) Subject to these Terms:
  - (i) you will have access to the Portal on a limited, non-exclusive, non-transferable, non-sublicensable, revocable basis solely for the purpose of:
    - (A) receiving notices, services, documents and communications related to your tenancy;
    - (B) making and receiving any payments through the Portal; and
  - (ii) at all times, you may only use the Portal for lawful and your own personal non-commercial use,
 (the "**Purposes**").
- (d) You warrant to us that you will only use the Portal for the Purposes set out herein and in accordance with these Terms.
- (e) We reserve the right to add, remove or update features or functions of the Portal without notice to you. When we make any such changes to the Portal, or when a new version is released by us, you may be required to update the program or app on your device, or this may occur automatically. This may require your review and acceptance of our Terms, in the form current at that time, before you will be permitted to continue use of or access to the updated or new

version of the Portal. If you do not accept any updates or new versions released by the Portal you acknowledge that we may not continue to support previous versions of the Portal and any previous version may cease to be available, used or accessed.

- (f) If you stop using the Portal or your access ends for any reason, you remain responsible for making sure that, where required, your tenancy obligations are still complied with, and rental payments are still made on time. You remain responsible for the terms of your lease agreement, regardless of whether or not you still have an account with the Portal.
- (g) We reserve the right to, without notice and for any reason deemed appropriate by us:
  - (i) suspend or terminate your access to the Portal;
  - (ii) remove any information or other content from the Portal;
  - (iii) reduce or prevent access to the Portal by you or any other user or group of users; or
  - (iv) intercept, remove or alter any content stored on the Portal.
- (h) Exercise of these rights will not prejudice or affect our accrued rights, claims or liabilities under these Terms. The provisions of these Terms dealing with intellectual property, privacy and consequences of termination survive the exercise of these rights and may be enforced at any time.
- (i) Upon expiry of your tenancy or lease (whichever is later), unless we have suspended or terminated your access under these Terms earlier, we may limit or restrict your access to the Portal including:
  - (i) you may be able to log-in to the Portal, and view certain pages within the Portal, but not interact with it, or upload or download information;
  - (ii) you may only see a "contact us" screen; or
  - (iii) you may only see a screen or screens in respect of:
    - (A) applying to be a tenant; or
    - (B) outstanding invoices, statements or documents arising from your tenancy.

### **3. Service Access**

- (a) We do not charge for access to the Portal and the Portal is one of many different means of communication with Est. and your landlord. As such, we provide the Portal on an "as is" basis and, to the full extent permitted at law, we give no warranty and exclude all liability in respect of:
  - (i) your ability to access the Portal;
  - (ii) the transmission of information via the Portal being completely secure (although we take the steps required by law to protect your information, we cannot and do not guarantee the security of your data transmitted via the Portal and all such transmissions are at your own risk);
  - (iii) qualities in respect of the Portal (including availability, speed, responsiveness, buggy or defective software); and
  - (iv) uptime, issues or defects.
- (b) If there is any downtime, issue or defect in respect of the Portal, you acknowledge and agree that does not provide you relief from, or excuse or delay you from, any of your obligations in respect of your tenancy or under your lease.



- (c) We may suspend access to the Portal temporarily at any time and without notice for maintenance purposes.

#### **4. Use of the Portal**

- (a) You must not:
  - (i) disassemble, decompile, modify or reverse engineer any part of the Portal, or merge it with any other software;
  - (ii) misuse the Portal (including you must not copy any videos, share your log in details, hack the Portal, upload a virus, malware or similar, or engaging in cyber-bullying);
  - (iii) use, disseminate or reproduce any of the materials on the Portal for commercial purposes (without first obtaining a written licence from us to do so); or
  - (iv) directly or indirectly permit any third party to do any of the above.
- (j) In accessing the Portal, you must comply with all applicable user conduct policies or any other relevant policies relating to the Portal notified by us to you from time to time by publication on the Portal, email or other reasonable means. It is your responsibility to check the Portal regularly to keep up to date with any such policies.
- (k) You agree not to upload, publish, or otherwise transmit any content that is discriminatory, harassing, offensive, threatening, or harmful to any individual or group based on their race, ethnicity, gender, sexual orientation, religion, disability, or similar. You acknowledge that any violation of this clause may result in immediate termination of your account or access to the Portal, and may also be subject to legal consequences as applicable under the relevant laws and regulations.
- (l) You agree that the content and materials you transmit via the Portal will not:
  - (i) include material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights or obligations of confidentiality, including privacy rights, unless you are the owner of such rights or have permission from the proper owner to post the material and to grant us all of the rights granted in these Terms;
  - (ii) publish inaccuracies, falsehoods or misrepresentations that are defamatory or could damage us or any third party;
  - (iii) include material that is unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing, hateful, racially or ethnically offensive or which encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law or which is otherwise inappropriate;
  - (iv) post advertisements or solicitations of business; or
  - (v) contain any material or content with a virus, worm, trojan, malware, ransomware or any other defect or error which may affect the Portal or any of our software or systems.
- (m) We also reserve the right, for any reason, to remove content or materials posted by you without prior notice.
- (n) You understand and acknowledge that, when you provide content or materials in any form to us, we may authorise such content to be distributed or published on other environments that we own or operate, or to those of service providers and suppliers (eg: contractors who may be engaged to conduct repairs) or the web platforms of any of our third party affiliates. [

## **5. Payments via the Portal**

- (a) You may opt to make payment of your rent via direct debit from your nominated financial institution or payment method. You may also opt to make your rental payments through individual transaction, but it will be your responsibility to ensure that these payments are made on time.
- (b) Payment of your rent and any other costs and expenses associated with your tenancy may be processed by third parties on our behalf.
- (c) Your identity and payment details must be verified before your Est. payment plan or direct debit can be activated. If, at any time, your identity or payment methods cannot be verified we may elect to suspend your access to the Portal immediately.
- (d) It is your responsibility to provide valid payment details and ensure that your payment details are up to date.
- (e) If a payment of rent or any associated cost or expense is rejected, invalid or otherwise unsuccessful via the Portal:
  - (i) you remain liable for the unpaid rents, costs and/or expenses;
  - (ii) you remain liable for any other terms and obligations under your lease;
  - (iii) interest, administrative charges and fees for time exerted may be charged in respect of dealing with any payment; and
  - (iv) we may elect to suspend or terminate your account at any time.

## **6. Cookies**

You acknowledge and agree that:

- (a) changes made to your cookie settings may impact your ability to access and use your account. Modifying the cookie settings on your device or browser may affect the functioning of certain features or functionalities related to your account;
- (b) the Website and the Portal, and the supply of any services relies on cookies to provide a personalized experience and enable various services. Any changes to the cookie settings that result in the disruption or limitation of your account access or functionality are your sole responsibility;
- (c) we shall not be held liable for any such consequences arising from your modifications to the cookie settings;
- (d) we may use cookies and user analytics for research, development and marketing purposes including direct marketing and targeted advertising (in this respect we will offer the ability to opt-out).

## **7. Links to and from other platforms**

- (a) We may provide links to third party platforms or websites. Such links are provided solely for your convenience. If you use these links, you leave the Portal. We have not reviewed and do not control any of these third-party platforms or websites, and we are not responsible for these platforms or websites or their content or availability. We do not endorse or make any representation about these platforms or websites, their content, or the results from using such platforms or websites. If you decide to access any of the third-party platforms or websites linked to the Portal, you do so entirely at your own risk.
- (b) From time to time we will provide links to products which are paid promotions, or we otherwise will receive a benefit or commission. When we do so, we will identify them appropriately.

## **8. Intellectual Property**

- (a) The Portal, including, without limitation, all content, materials, design, text, images, video, photographs, illustrations, artwork, graphic material, code, content, protocols, software, and documentation (**our IP**) provided to you by us, are our property or the property of our licensors and are protected by copyright, trademarks and other proprietary rights and laws relating to intellectual property. Nothing contained in the Terms should be construed as granting, by implication, estoppel or otherwise, any license or right to use our IP without our express prior written consent.
- (b) You represent and warrant to us that, with regard to any content or materials you upload or share:
  - (i) you own or have the necessary licences, rights, consents and permissions to use, and you irrevocably authorize us to use such content and materials, and all patents, trademarks, trade secrets, copyright and other proprietary rights in and to any and all of the content and materials to enable their inclusion and use in the manner contemplated by us and these Terms; and
  - (ii) you have the written consent, release and/or permission of each and every identifiable person in the content and materials to use their name, personal information and likeness to enable inclusion and use of such content and materials by us in the manner contemplated these Terms, our Privacy Policy, and your lease or tenancy arrangements.
- (c) We acknowledge that all personal information provided by you remains your property.
- (d) The Portal may not be used with, and no part of the Portal may be reproduced or stored in, any other platform or application or included in any public or private electronic retrieval system or service, without our prior written permission.
- (e) Any rights not expressly granted in these Terms are reserved.
- (f) You indemnify us, and will keep us indemnified, against:
  - (i) any breach of this clause by you; and
  - (ii) any claim or action by a third party that the content or materials you have uploaded or transmitted to the Portal, and any liability, cost, expense or charge of any kind whatsoever in connection with any such claim or action that a third party's intellectual property rights have been breached in any way by your use, transmission or uploading of content or materials to the Portal.

## **9. General disclaimers and liability**

- (a) We do not represent or warrant that the Portal or any other material accessible from the Portal is free from computer viruses, worms, trojans, malware or any other defect or error which may affect your software or systems. You should protect your software, devices and systems by installing and implementing your own security and system checks.
- (b) We provide you with access to the Portal on the basis that, to the maximum extent permitted by law (including the Australian Consumer Law), we exclude all representations, warranties, conditions, undertakings and other terms in relation to the Portal which are not expressly set out herein.
- (c) We are not responsible for and do not necessarily hold the opinions expressed by any content contributors other than content we create. Opinions and other statements expressed by landlords and third parties (e.g. their tradespeople) are theirs alone, not opinions of us. Content created by third parties is the sole responsibility of the third party and we do not endorse, warrant or guarantee its accuracy and/or completeness.

- (d) Nothing in these Terms excludes or limits our liability for any liability which cannot be excluded or limited or contracted out of under applicable law, including the Australian Consumer Law or any property or leasing laws. Nothing in these Terms affects your statutory rights that we cannot contract out of or exclude by operation of law, including rights relating to the consumer guarantees applicable to the supply of services under these Terms.
- (e) Subject to your statutory rights under the Australian Consumer Law more generally:
  - (i) under no circumstances will we be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Portal (including the use, inability to use or the results of use of the Portal);
  - (ii) if we are liable to you for any matter in connection with the Portal, our liability is limited to (at our discretion):
    - (A) providing a repair or fix so that you may access and use the Portal; or
    - (B) a maximum amount of \$100; and
  - (iii) under no circumstances will we be liable for any indirect or consequential loss, damage, cost or expense, or for any loss, damage, cost or expense which does not naturally arise in respect of or in connection to the Portal.
- (f) You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Portal, including without limitation costs relating to the servicing, repair or adaptation of any device, software or data that you may own, lease, license or otherwise use.

## **10. Ending access and removing content**

- (a) We reserve the right to, without notice and for any reason deemed appropriate by us:
  - (i) suspend or terminate your access to the Portal;
  - (ii) remove any information or other content from the Portal;
  - (iii) reduce or prevent access to the Portal by you or any other user or group of users; or
  - (iv) intercept, remove or alter any content stored on the Portal.
- (b) Exercise of these rights will not prejudice or affect our accrued rights, claims or liabilities under these Terms. The provisions of these Terms dealing with intellectual property, privacy and consequences of termination survive the exercise of these rights and may be enforced at any time.

## **11. Notices and written communications**

- (a) Applicable agreements and laws require that some of the information or communications we send to you should be in writing. For this purpose, you accept that communication with us includes electronic communications and notices, and will include notices, documents and correspondence being made available on the Portal.
- (b) We may contact you by email or provide you with information by posting updates and notices on the Portal whether available generally or via your account. For purposes of your lease and your tenancy, you agree to this electronic means of communication and you acknowledge that all documents, notices, information and other communications that we provide to you electronically comply with any legal requirement that such notices, documents and/or communications be in writing. This condition does not affect your statutory rights.

## **12. General**

- (a) Any provision of these Terms which is capable of taking effect after termination of the agreement between you and us continues in full force and effect and will survive the expiry or termination of these Terms.
- (b) We may collect and use technical and related information which is periodically gathered by us to facilitate the provision of the Portal and any updates or upgrades of our software. All such information is gathered in accordance with our Privacy Policy. We may use information and usage data for research, quality control and development purposes, such information will be in a strictly de-identified manner.
- (c) These Terms constitute the entire agreement between the parties relating to the use of the Portal and supersede all prior communications and agreements between the parties as to its subject matter, and each party agrees that unless expressly stated in these Terms, that party has not relied on any representation, warranty or undertaking of any kind (oral or written) in relation to the subject matter of these Terms.
- (d) Any failure, delay or forbearance by either party in enforcing any provisions of these Terms or any of its rights hereunder will not be construed as a waiver of such provision or right to subsequently enforce the same. A waiver is only binding on us to the extent it is given in writing on Est. letterhead.
- (e) If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- (f) You may not transfer any of your rights or obligations under these Terms without our prior written consent.
- (g) The headings in these Terms are included for convenience only and shall not affect their interpretation.
- (h) These Terms and your use of the Portal shall be governed by and construed in accordance with the law of the State of Victoria. Disputes or claims arising in connection with these Terms (including non-contractual disputes or claims and handling of disputes in respect of the Portal) shall be subject to the non-exclusive jurisdiction of the courts of Victoria.

**Last updated on 13 August 2024**