

# appruvi

## Real Estate Agent Supplementary Terms of Use

### 1 Application

- 1.1 These Real Estate Agent Supplementary Terms of Use (**Supplementary Terms**) apply in addition to the [General Terms of Use](#) that apply to the site [www.appruvi.com](http://www.appruvi.com) (**Website**) as owned and operated by TAC Global Pty Ltd ACN 605 075 447 (**we, us, our**). These Supplementary Terms specifically apply to your use of the Website and the services that we provide to you via our Website as described in clause 2 (**Services**).
- 1.2 These Supplementary Terms are entered into in consideration of the parties incurring obligations and giving rights under this agreement and for other valuable consideration.

### 2 Our Services

- 2.1 The Services that we provide are:

- (1) subject to the prospective tenant providing you with their authorised link, providing you access to certain documents, materials and other information that a prospective tenant provides to us (**Tenant Information**); and
- (2) if a tenant requests, submitting a application to enter into residential tenancy agreement / rental property application, reference checks, uploads including Identification etc to you on behalf of the tenant using our standard application form terms and conditions.

- 2.2 .

- 2.3 We will not charge you any fees for providing our Services to you. In consideration of our provision of our Services to you, you:

- (1) agree that you will accept application to enter in to residential tenancy agreement / rental property application, reference checks, uploads including Identification etc from us on behalf of prospective tenants using our standard form rental application
- (2) may request that our prospective tenants complete any additional application forms or other documents, or agree to additional special conditions, which you will provide to prospective tenants
- (3) acknowledge that our role is limited to providing you with access to Tenant Information and submitting a application to enter into residential tenancy agreement / rental property application form on behalf of prospective tenants. We are not otherwise authorised to negotiate rental terms with you on behalf of prospective tenants or to otherwise accept or receive correspondence from you in relation to prospective tenants.

### 3 Tenant Information

- 3.1 You may access and use Tenant Information stored on our Website for the purpose of considering any application to enter into residential tenancy / rental applications made by prospective tenants through our Website.
- 3.2 You acknowledge and agree that we will verify and check the following Tenant Information that prospective tenants provide to us:

- (1) prospective tenants' employment details (including their salary);
- (2) any personal references that prospective tenants provide; and
- (3) prospective tenants' rental and ownership history (including contacting their past and current property managers, landlords and conducting tenancy checks using one or more residential tenancy databases).
- (4) Next of kin and emergency contacts

3.3 Except to the extent that clause 3.2 states that we will verify the Tenant Information, you acknowledge that we are not required to (and that we do not) verify or check any of the Tenant Information that prospective tenants provide to us. Tenant Information that you access through our Website is provided "as-is".

3.4 Except to the extent that clause 3.2 states that we will verify the Tenant Information, we do not represent or warrant that the Tenant Information that prospective tenants provide to us is accurate, genuine, complete, up-to-date or is not misleading, deceptive, fraudulent or otherwise false in any way.

3.5 To the maximum extent permitted by applicable law (and despite any verification we may undertake as set out in clause 3.2), we exclude all liability to you (howsoever arising) in respect of any Tenant Information, any use by you of any Tenant Information and any reliance that you may place on any Tenant Information.

#### **4 Warranties**

4.1 In consideration of our provision of our Services to you, you represent and warrant to us that:

- (1) you are a licensed real estate agent in the State/s and/or Territory/ies in which you operate and that you otherwise comply with (and will continue to comply with) all applicable laws relating to operating a real estate agency; and
- (2) You are responsible for you and employees with the security of apprui website and data base information., as well as any unauthorised access to clients information, breach of all applicable laws relating to unauthorised access and use of information.

4.2 You indemnify us, our officers, employees, agents and contractors (together **Our Parties**) against:

- (1) all losses incurred by Our Parties;
- (2) all liabilities incurred by Our Parties (including in relation to third party claims made against Our Parties howsoever arising), including any fines or penalties imposed on any of Our Parties); and
- (3) all costs actually payable by Our Parties to their own legal representatives (whether or not under a costs agreement) and other expenses incurred by Our Parties in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal), in connection with a breach by you of any of the warranties given by you in clause 4.1.

## **5 Additional Termination Rights**

- 5.1 Without limiting any rights we may have under the [General Terms of Use](#) we may immediately terminate these Supplementary Terms and your right to use and access the Website if you breach any of the warranties given by you in in clause 4.1.
- 5.2 If we terminate these Supplementary Terms, clause 4.2 (together with any terms specified in the [General Terms of Use](#) to survive termination) will survive such termination and will continue in full force and effect.