

# appruvi

## Tenant Supplementary Terms of Use

### 1 Application

These Tenant Supplementary Terms of Use (**Supplementary Terms**) apply in addition to the [General Terms of Use](https://www.appruvi.com) that apply to the site [www.appruvi.com](https://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**).

### 2 Our Services

#### 2.1 The Services that we provide are:

- (1) collecting and hosting the information, documents, references and other material that you provide to us, including as part of the tenant registration process or in any separate forms or other documents that we or any real estate agent asks you to complete (**Tenant Information**);
- (2) allowing you to link your account on our website to your employer's and relocation agents corporate account (if they have a corporate account with us);
- (3) subject to clause (5), providing access to your Tenant Information to your relocation agent(s) (if any) and to any real estate agents; and
- (4) subject to clause (5), preparing a rental application on your behalf for properties that you identify, and submit that application to the real estate agent who is letting that property.

2.2 Unless we agree otherwise, our Services do not include locating any rental properties that may meet your needs or otherwise recommending or advising on the availability and suitability of any rental properties.

2.3 If your employer has a corporate account with us, you may link your individual account to your employer's corporate account by: accepting an emailed link from your employer agent or relocation agent also linking your employer. By doing so, you agree that we may provide updates to your employer as to the progress and status of your rental application(s) based on any information provided to us, whether by you, by your relocation agent or by any real estate agents.

2.4 As part of our Services, we will provide you a link whereby you send the real estate agent authorisation to access your application and reference checks. Once you have completed the property application you enter the real estate agents details (name and email address), the link is sent. The real estate agent must be registered with TAC Australia to access your information: A link authorising access for your relocation agent can be sent by yourself to your relocation agent or received from your relocation agent for you to accept. On your dash board in relocation agent details, you set security levels for your relocation agent such as view only personal information, update information and complete the property application.

- (1) provide the real estate agent with access to View and down load, your completed personal information, property application, reference checks and database searches, all processing checks and referencing carried out by TAC Australia , uploads and identification information provided by you provide the relocation agent with access to personal information, update information, property application, uploads and identification information provided by you, your employer and real estate agents. You

may submit a application to enter into a residential tenancy agreement / rental property application request through our Website, in which case our Services will include the preparation of a corresponding property rental application form, which we will submit to real estate agents on your behalf, provided however that our Services in this respect will be limited to:

- (1) preparing a application to enter into a residential tenancy agreement / rental application form based on our standard template and incorporating the Tenant Information that you have provided, TAC Australia processing and reference checks; and
- (2) submitting that application to the real estate agent whose contact details you have provided using our standard terms and conditions,

and you acknowledge and agree that:

- (3) the real estate agent may request that you complete any additional application forms or provide additional details beyond those included in the application to enter in to residential tenancy agreement / rental application form that we prepare for you;
- (4) except to the limited extent that you have authorised us to submit an application to enter into residential tenancy agreement on your behalf, we are not your agent or your authorised representative and we will not (and cannot be required to) negotiate with the real estate agent on your behalf in respect of the property that you wish to rent; and
- (5) we do not act for or on behalf of the real estate agent and are not required to make any disclosures or provide any materials or other information that a real estate agent is required to provide under applicable laws.

### **3 Information that you provide**

- 3.1 You represent and warrant to us that the Tenant Information that you provide to us is accurate, genuine, complete, up-to-date and is not misleading, deceptive, fraudulent or otherwise false in any way.
- 3.2 As part of our Service, you acknowledge and agree that we will verify and check the following Tenant Information that you provide:
  - (1) your employment details (including your salary);
  - (2) any personal references you provide; and
  - (3) ] your rental and property ownership history (including contacting past and current property managers, real estate agents, database searches).
  - (4) Your next of kin and emergency contacts
  - (5) Identification ID and uploads that you provide
- 3.3 Except to the extent that clause 3.2 states that we will verify the Tenant Information that you provide to us, you agree that we are not required to verify or check any of the Tenant Information that you provide to us.
- 3.4 You consent to us checking your rental history by accessing one or more residential tenancy databases in accordance with our [Residential Tenancy Database Use Notice](#) and to us disclosing any results of these checks to real estate agents and landlords of any properties that you apply to rent (but only where those persons use our service).

- 3.5 You acknowledge and agree that the Tenant Information you provide to us will only be considered by us to be valid for a period of 6 months from the date your personal information has been processed and approved by TAC Australia, after which we will deem that your Tenant Information has expired and is no longer current. You will be required to pay a fee to reactivate your expired Tenant Information and you will be required to update that Tenant Information with any changes as part of the reactivation process. The verification process described in clause 3.2 will apply again in respect of reactivated Tenant Information.
- 3.6 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 third party claims made against Our Parties relating to our provision of your Tenant Information to those third parties and 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 3.1.

#### **4 Our Fees**

- 4.1 Our fees for providing our Services to you is specified on the [tenant registration](#) page (**Fee**). Subject to clause 4.2, you must pay the Fee by credit card (or any other method specified on the tenant registration page) as part of registering as a tenant.
- 4.2 If your employer or relocation agent has a corporate account with us and that corporate account has been linked to your account in accordance with clause 2.3, your employer may instead agree to pay the Fee. Despite anything else in these Supplementary Terms, we will have no obligation to provide our Services to you until such time as the Fee is paid in full by your employer or relocation agent.
- 4.3 Our Fee is inclusive of all taxes, if applicable. Where Australian GST would be payable in respect of any fees for our Services, clause 5 will apply.

#### **5 Goods and services tax for Australian transactions**

- 5.1 In this clause 5:
- (1) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended (**GST Act**) or any replacement or other relevant legislation and regulations; and
  - (2) words or expressions used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act), any applicable legislative determinations and Australian Taxation Office public rulings, have the same meaning, unless the context otherwise requires.
- 5.2 This clause 5 will only apply where the supply made by us under this Agreement is a taxable supply.
- 5.3 AUD quoted prices are GST included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does include GST.

- 5.4 A party's right to payment under clause Error: Reference source not found is subject to a valid tax invoice being delivered by the supplier to the recipient of the taxable supply.

## **6 Additional Termination Rights**

- 6.1 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:

- (1) you or your employer or relocation agent (as applicable) fail to pay the Fee within 30 days of your registration of an account on the Website; or
- (2) you breach any of the warranties given by you in clause 3.1 (and your Fee will not be refunded in such circumstances).
- (3) You have not completed and lodged the personal information component of your application within 12 months of registering or after 6 months of your personal information component of your application being processed and approved by TAC Australia.

- 6.2 We may also immediately terminate these Supplementary Terms and cancel your account on the Website if:

- (1) a check of your rental history in accordance with clause 3.4 reveals that you have a negative tenancy history (as determined by us in our sole discretion); or
- (2) you provide false or fraudulent information (including about your tenancy history),

and your Fee will not be refunded in such circumstances.

- 6.3 If we terminate these Supplementary Terms, clause 3.6 (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.