



37 Shelley Street
Sydney NSW 2000

P 1300 798 274
E info@eyeon.com.au

www.eyeon.com.au
ABN 76 133 214 230

EYEON CLIENT AGREEMENT FOR STRATA RECORDS INSPECTION AND REPORT FOR AN APARTMENT

BACKGROUND

YOU agree that YOU have read and understood the contents of this agreement and YOU agree to download the Strata Report on the terms and conditions set out in this agreement.

PRIVACY AND CONSENT TO DISCLOSE PERSONAL INFORMATION

1. You acknowledge that EYEON's privacy policy can be found at www.eyeon.com.au.
2. You consent to Your name being disclosed to the Agent following the download of the Report.

EXPIRED EYEON STRATA INSPECTION REPORTS

3. If You are purchasing a Report prepared by EYEON more than 3 months ago, it may no longer reflect the current records relating to the Property. Circumstances at a property can change quickly and therefore the only way to get up to date information is for the strata records to be reinspected. EYEON can arrange for another inspection of the strata records for the Property to be carried out. Please contact us to discuss the costs associated with this service.
4. If You agree to download the expired Report, it is provided to You as historical information based on the records made available to the Inspector on the date of the Inspection. However, You cannot rely on the Report as a summary of the current strata records for the Property.

GENERAL

5. The Reports shall consist of:
 - (a) A strata records inspection report on the terms set out in this agreement.
6. The purpose of the Reports is to provide information to YOU collected from the Records made available by the Owners Corporation to US at the date and time of an inspection of the Records
7. The Reports are created:
 - (a) independently of the owner of the Property, the selling agent or any prospective buyers; and
 - (b) without consideration of any sales documentation for the Property.
8. YOU agree not to solely rely on the Reports in having any dealing with the Property, including purchasing or selling the Property. YOU should obtain independent legal and financial advice before having any dealing in the Property. The Strata Inspector cannot and does not provide legal or financial advice. The Strata Inspector is not a law firm or a financial advisory firm.
9. The Reports are prepared and presented, unless stated otherwise, under the assumption that the use of the building will remain residential.
10. The Report is not a certificate of compliance that the Property complies with the requirements



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of any Act, regulation, ordinance, local law or by-law, or as a warranty or insurance policy against problems developing with the Property in the future. You acknowledge that the limit of OUR liability is that of the inspector's professional indemnity insurance that is in place at time of inspection. A copy of this insurance cover can be provided on request.

11. The Reports are not to be relied upon by any other person other than You or for any other purpose not specified in this agreement. We accept no liability to third parties nor do we contemplate that the Report will be relied upon by third parties. We invite other parties who may come into possession of the Report to seek our written consent to them relying on this report. We reserve our right to withhold consent or to review the contents of this Report in the event that our consent is sought. Such consent will be subject to the payment of an additional fee.

12. Neither the whole nor any part of the Report or any reference thereto may be included in any published documents, circular or statement, nor published in part or full in any way, without written approval by EYEON of the form and context of which it may appear.

13. An environmental search has not been undertaken and our Report assumes that there are no surface or sub surface soil problems including instability, toxic or hazardous wastes or building material hazards in or on the Property that would adversely affect its existing or potential use or reduce its marketability. Should any problem be known or arise then this Report should be requisitioned for comment.

14. The Strata Inspector confirms that we have no direct or indirect pecuniary or other interest in the subject property nor with the owner, other than any fee the vendor may have paid in connection with the provision of our Open Access reports service..

INTELLECTUAL PROPERTY

15. YOU agree that any intellectual property rights (including without limitation copyright, patents, database related rights, design right, trade marks, service marks, in each case whether registered or unregistered) in the Reports remain the property of the Strata Inspector.

16. YOU agree not to reproduce, publish, distribute or sell the Reports or any intellectual property rights therein, whether for free or in return for a fee, without express written permission from the Strata Inspector.

17. YOU agree to inform the Strata Inspector within two business days of any knowledge or suspicion of an infringement of intellectual property rights held by the Strata Inspector.

RELEASE AND INDEMNITY

18. You agree that the Strata Inspector cannot accept any liability for a failure to provide information that was not disclosed to the Strata Inspector by the Owners Corporation and You agree to indemnify the Strata Inspector for any failure to provide such information.

19. The Strata Inspector takes all proper care in preparing the Report. However, You acknowledge that the Strata Inspector:



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- (a) accepts no responsibility for the completeness or accuracy of any of the information referred to in the Report; and
- (b) makes no representations about the Property's suitability for any particular purpose.

20. To the full extent permitted by law, You agree to:

(a) release and forever discharge the Strata Inspector from all claims, actions, proceedings, judgments, damages, losses, interest, costs and expenses of whatever nature arising out of, or incidental to, any claim commenced by or on behalf of You in relation to:

- (i) the content of the Reports;
- (ii) any reliance by YOU or another person on the Reports; and

(b) fully indemnify the Strata Inspector in respect of any claims, actions, proceedings, judgments, damages, losses, interest, costs (including legal expenses on a solicitor-client or full indemnity basis, whichever is higher), expenses any other loss incurred by the Strata Inspector as a result of a breach of this Agreement by You.

DISPUTE RESOLUTION

21. If a dispute arises out of, or in any way in connection with, or otherwise relates to this agreement or the Reports, or the breach, termination, validity or subject matter thereof, or as to any related claim at law, in equity or pursuant to any statute, the parties agree to refer their dispute to arbitration administered by the Institute of Arbitrators and Mediators of Australia.

DEFINITIONS

22. The following words have the corresponding meaning when used in this agreement:

- (a) Agent means the Person(s) appointed by the owner of the Property to act as the real estate agent in respect of the sale of the property.
- (b) Inspector means the person or organisation responsible for carrying out the inspection of the Property.
- (c) Limitation means any factor that prevents full achievement of the purpose of the inspection.
- (d) Person means any individual, company, partnership or association who is not a Client.
- (e) Property means the land situated at the address indicated in the Report.
- (f) Report or Reports means the document(s) and any attachments issued to You by EYEON following the inspection or assessment of the property.
- (g) Strata Inspector means EYEON Group Pty Ltd and its employees and contractors, including the Inspector or the Inspector's employer.