

## PEXA Member (and User) Code of Conduct

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### 1. Purpose and Status of this Code

- 1.1 This Member and User Code of Conduct (Code) sets out the standards of conduct that PEXA expects from Subscribers, Users and their representatives when interacting with PEXA, PEXA Personnel and other participants in the PEXA System.
- 1.2 The Code is designed to:
  - 1.2.1 promote respectful, professional and safe interactions between all participants in electronic conveyancing;
  - 1.2.2 protect the physical and psychological health and safety of PEXA Personnel, Users and other persons;
  - 1.2.3 maintain the security, integrity and orderly operation of the PEXA System; and
  - 1.2.4 support PEXA's obligations under workplace health and safety legislation, anti-discrimination laws and the Electronic Conveyancing National Law.
- 1.3 This Code forms part of, and is incorporated into, the applicable Participation Agreement between PEXA and each Subscriber. Where PEXA acts in reliance on this Code, it does so in accordance with, and subject to the limitations in, the applicable Participation Agreement.
- 1.4 This Code is intended to complement, not replace, the professional and ethical obligations prescribed by Subscribers' and Users' regulatory bodies, professional associations and employing organisations.
- 1.5 This Code does not independently expand PEXA's rights beyond those conferred by the applicable Participation Agreement, the Electronic Conveyancing National Law, the Operating Requirements or the Participation Rules. To the extent of any inconsistency between this Code and those instruments, those instruments prevail.

### 2. Definitions and Interpretation

- 2.1 In this Code, unless the context otherwise requires:
  - 2.1.1 ARNECC means the Australian Registrars' National Electronic Conveyancing Council;
  - 2.1.2 Electronic Workspace means an electronic workspace established in the PEXA System for the purposes of conducting a Land Transaction;

- 2.1.3 Land Transaction has the meaning given in the Electronic Conveyancing National Law;
- 2.1.4 Operating Requirements means the Operating Requirements made under the Electronic Conveyancing National Law;
- 2.1.5 Participation Agreement means the participation agreement between PEXA and a Subscriber governing the Subscriber's access to and use of the PEXA System;
- 2.1.6 Participation Rules means the participation rules made under the Electronic Conveyancing National Law;
- 2.1.7 PEXA means PEXA Exchange Pty Ltd ACN 146 883 609;
- 2.1.8 PEXA Personnel means PEXA's directors, officers, employees, contractors, agents and representatives;
- 2.1.9 PEXA System means the electronic lodgment network and associated systems, software, infrastructure and services operated by PEXA;
- 2.1.10 Registrar means a Registrar as defined in the Electronic Conveyancing National Law;
- 2.1.11 Subscriber means a legal practitioner, conveyancer, financial institution or other entity that has entered into a Participation Agreement with PEXA;
- 2.1.12 Subscriber Manager means the person or persons appointed by a Subscriber to perform subscriber management functions in accordance with the Participation Agreement; and
- 2.1.13 User means an individual authorised by a Subscriber to access and use the PEXA System on behalf of that Subscriber.
- 2.2 References to conduct include acts, omissions, statements, communications and other behaviour.
- 2.3 A reference to a legislative instrument includes any amendment, replacement or re-enactment of that instrument.

### **3. Who this Code Applies To**

- 3.1 This Code applies to:
  - 3.1.1 all Subscribers;
  - 3.1.2 all Users; and
  - 3.1.3 employees, contractors, agents and representatives of Subscribers and Users, when acting in connection with the PEXA System or interacting with PEXA.
- 3.2 Each Subscriber is responsible for ensuring that its Users, employees, contractors, agents and representatives are aware of, and comply with, this Code. This includes responding promptly and appropriately to requests from PEXA to investigate or manage conduct that may breach this Code.
- 3.3 A Subscriber is not automatically liable for every isolated act of a User or representative. However, a Subscriber may be regarded as responsible for conduct where:

- 3.3.1 the conduct is systemic or forms part of a pattern;
- 3.3.2 the conduct is attributable to the Subscriber's culture, practices, systems or direction;
- 3.3.3 the Subscriber has failed to take reasonable steps to prevent, detect or address the conduct; or
- 3.3.4 the circumstances otherwise satisfy the relevant Participation Agreement.

#### **4. Where this Code Applies**

- 4.1 This Code applies to all interactions with PEXA, PEXA Personnel and other participants in the PEXA System, including but not limited to:
  - 4.1.1 communications within Electronic Workspaces;
  - 4.1.2 telephone calls, emails, instant messages and other electronic communications with PEXA;
  - 4.1.3 use of PEXA's contact centres, help desks, support channels and online portals;
  - 4.1.4 attendance at PEXA's offices, events, training sessions and forums (whether in person or virtual);
  - 4.1.5 communications on PEXA-operated platforms, user groups, discussion forums and social media channels; and
  - 4.1.6 any other interaction related to the use of, or access to, the PEXA System.

#### **5. PEXA's Commitments**

- 5.1 PEXA is committed to providing high-quality, accessible and professional service to all Subscribers and Users. PEXA Personnel will:
  - 5.1.1 treat Subscribers, Users and their representatives with respect, courtesy and professionalism;
  - 5.1.2 listen to concerns, complaints and feedback in good faith and with an open mind;
  - 5.1.3 provide timely, accurate and helpful responses to enquiries within PEXA's service standards;
  - 5.1.4 explain decisions clearly and, where reasonably requested, provide reasons for decisions that affect a Subscriber or User;
  - 5.1.5 maintain the confidentiality of information in accordance with PEXA's Privacy Policy, the Participation Agreement and applicable law;
  - 5.1.6 not retaliate against any Subscriber, User or other person for making a good-faith complaint, raising a concern, reporting unacceptable conduct or exercising a legal or contractual right; and
  - 5.1.7 apply this Code consistently, reasonably, proportionately and in good faith.
- 5.2 PEXA recognises that property transactions can be time-sensitive, complex and stressful. PEXA will take into account the context of communications and will distinguish between robust but respectful professional communication and conduct that breaches this Code.

- 5.3 Nothing in this clause limits PEXA's rights under the applicable Participation Agreement or prevents PEXA Personnel from protecting their health, safety or wellbeing.

## **6. Expected Standards of Conduct**

- 6.1 PEXA expects that Subscribers, Users and their representatives will:
- 6.1.1 treat PEXA Personnel, other Subscribers, other Users and all participants in the PEXA System with respect, courtesy and professionalism;
  - 6.1.2 communicate in a manner that is clear, constructive and appropriate to the professional context;
  - 6.1.3 act honestly, ethically and in accordance with their professional and regulatory obligations;
  - 6.1.4 use the PEXA System, including Electronic Workspaces, for their intended purpose and in accordance with the Participation Agreement, Operating Requirements and Participation Rules;
  - 6.1.5 protect the security, confidentiality and integrity of information in the PEXA System;
  - 6.1.6 cooperate with PEXA in the investigation and resolution of concerns, complaints and suspected breaches of this Code; and
  - 6.1.7 comply with all applicable laws, including laws relating to privacy, discrimination, workplace health and safety, defamation and criminal conduct.
- 6.2 PEXA understands that Subscribers and Users may, from time to time, need to express frustration, escalate issues, advocate firmly for their clients or raise concerns about PEXA's service. This Code is not intended to prevent robust but respectful professional communication.

## **7. Examples of Unacceptable Conduct**

- 7.1 PEXA does not tolerate conduct that, assessed objectively and having regard to all the circumstances, a reasonable person would consider:
- 7.1.1 threatening, abusive, harassing, intimidating or menacing;
  - 7.1.2 discriminatory, vilifying or otherwise unlawfully targeting a person or group on the basis of a protected attribute such as race, sex, gender identity, sexual orientation, age, disability, religion or another characteristic protected by anti-discrimination law;
  - 7.1.3 sexually harassing or engaging in sex-based harassment as defined in the Sex Discrimination Act 1984 (Cth);
  - 7.1.4 stalking, monitoring, following or persistently contacting a person in a manner that would cause a reasonable person to fear for their safety or wellbeing; or
  - 7.1.5 likely to create an unreasonable risk to a person's physical or psychological health and safety.

- 7.2 Without limiting clause 7.1, unacceptable conduct includes:
- 7.2.1 making threats of violence, harm or other unlawful action against a person or their family, property or reputation;
  - 7.2.2 using language that is abusive, offensive, derogatory, demeaning or gratuitously inflammatory, including but not limited to expletives directed at a person;
  - 7.2.3 engaging in discrimination or vilification as described in clause 7.1.2;
  - 7.2.4 engaging in sexual harassment or sex-based harassment, including unwelcome sexual advances, requests for sexual favours, sexually suggestive comments or conduct, or other conduct of a sexual nature;
  - 7.2.5 doxxing, namely publishing or threatening to publish private, personal or identifying information about a person without their consent and in circumstances likely to cause harm, distress or a risk to their safety;
  - 7.2.6 inciting or encouraging others to engage in any conduct prohibited by this Code or any unlawful conduct;
  - 7.2.7 making false, misleading or defamatory statements about PEXA, PEXA Personnel, another Subscriber, another User or any other person;
  - 7.2.8 impersonating another person, including a PEXA Personnel member, another User or a party to a Land Transaction;
  - 7.2.9 knowingly providing false, misleading or deceptive information in a communication with PEXA, in an Electronic Workspace or in connection with the use of the PEXA System;
  - 7.2.10 engaging in fraud, attempted fraud or conduct intended to facilitate fraud or other unlawful activity;
  - 7.2.11 disclosing, without proper authorisation, personal information, confidential information or commercially sensitive information of another person or organisation;
  - 7.2.12 transmitting, uploading or distributing malicious files, links, code or content intended or likely to compromise the security, integrity or operation of the PEXA System or any person's computer or device;
  - 7.2.13 sending spam, bulk unsolicited messages, advertising or promotional material unrelated to a Land Transaction through the PEXA System or to PEXA Personnel;
  - 7.2.14 misusing the communications functions within Electronic Workspaces, including by using Workspace conversations for purposes unrelated to the relevant Land Transaction, to abuse or harass participants, or to undermine the orderly conduct of a settlement or lodgement;
  - 7.2.15 engaging in conduct intended or likely to compromise the security, integrity, stability, availability or confidentiality of the PEXA System, including unauthorised access, denial-of-service attacks, or attempts to circumvent security controls; or

- 7.2.16 insisting on actions, outcomes or responses that are not possible, not authorised by the Participation Agreement or Operating Requirements, contrary to law or regulation, or otherwise not appropriate in the circumstances.
- 7.3 PEXA may also take action in relation to communication that is unreasonably demanding or persistent in frequency, duration or nature. In assessing whether communication is unreasonably demanding or persistent, PEXA will have regard to:
  - 7.3.1 the frequency, duration and volume of contact;
  - 7.3.2 whether substantially the same issue has already been addressed or answered by PEXA;
  - 7.3.3 whether the person provides new, relevant or material information;
  - 7.3.4 whether the communications are transaction-critical or time-sensitive;
  - 7.3.5 the impact on PEXA Personnel, including any adverse effect on their health, safety or ability to perform their duties;
  - 7.3.6 the impact on other Subscribers, Users or participants in the PEXA System;
  - 7.3.7 whether a less restrictive communication arrangement would adequately address the issue; and
  - 7.3.8 any accessibility requirements or reasonable adjustments relevant to the person's circumstances (see clause 15).
- 7.4 The examples in this clause 7 are not exhaustive. Conduct not specifically listed may nevertheless breach this Code if it meets the standard described in clause 7.1.

## **8. Legitimate Complaints and Protected Communications**

- 8.1 This Code does not prevent, restrict or discourage:
  - 8.1.1 making a good-faith complaint about PEXA's service, conduct, systems or decisions, or about the conduct of another Subscriber, User or participant in the PEXA System;
  - 8.1.2 robust but respectful criticism of PEXA, including advocacy on behalf of a client or expression of frustration about delays, errors or service issues;
  - 8.1.3 escalating an issue to PEXA management, a Subscriber Manager or another appropriate person within PEXA or the Subscriber's organisation;
  - 8.1.4 raising a dispute or invoking a dispute resolution process under the Participation Agreement;
  - 8.1.5 commencing, defending or participating in legal proceedings, including in relation to a Land Transaction, the Participation Agreement or any other matter;
  - 8.1.6 making a disclosure that qualifies for protection under whistleblower protection laws;
  - 8.1.7 making a report or complaint to ARNECC, a Registrar, the Australian Competition and Consumer Commission, a State or Territory fair trading or consumer protection authority, or another regulator or government agency;

- 8.1.8 making a report or complaint to a professional body, legal services commissioner, law society, conveyancers' board or similar regulatory or disciplinary body;
- 8.1.9 making a report to law enforcement, including the Australian Federal Police or State or Territory police, about suspected criminal conduct; or
- 8.1.10 exercising any other legal or contractual right.
- 8.2 PEXA may decline to respond further to communications that:
  - 8.2.1 raise issues that have been finally addressed or determined, including through a decision, dispute resolution process or legal proceeding, and where no new or material information is provided;
  - 8.2.2 are duplicate, repetitive, irrelevant to PEXA's functions, or otherwise not appropriate for PEXA to address; or
  - 8.2.3 are framed or delivered in a manner that is abusive, threatening or otherwise contrary to this Code.
- 8.3 PEXA will not decline to respond to:
  - 8.3.1 communications that provide new, relevant or material information;
  - 8.3.2 complaints or concerns that have not previously been addressed or that raise new issues;
  - 8.3.3 communications about regulatory, compliance or legal matters;
  - 8.3.4 communications that are transaction-critical, including communications necessary for the completion of an active settlement, lodgement or other Land Transaction; or
  - 8.3.5 communications otherwise required to be addressed under the Participation Agreement, Operating Requirements or Participation Rules.

## **9. Reporting Concerns**

- 9.1 Subscribers, Users and other persons may report conduct that may breach this Code by:
  - 9.1.1 contacting PEXA's customer support centre by telephone or email (contact details available at [www.pexa.com.au](http://www.pexa.com.au));
  - 9.1.2 notifying their usual PEXA contact or account manager;
  - 9.1.3 escalating the matter to a PEXA manager or team leader; or
  - 9.1.4 using PEXA's formal complaints process (available at [www.pexa.com.au/complaints](http://www.pexa.com.au/complaints)).
- 9.2 When reporting a concern, the person should provide:
  - 9.2.1 their name, contact details and, if applicable, the name of their Subscriber organisation;
  - 9.2.2 details of the conduct, including what occurred, when it occurred, and who was involved;
  - 9.2.3 any relevant communications, screenshots, recordings or other evidence; and

- 9.2.4 an explanation of the impact of the conduct and any concerns about safety or wellbeing.
- 9.3 Urgent safety concerns, including threats of violence, doxxing, serious harassment or conduct creating an immediate risk to a person's safety, should be escalated immediately by:
  - 9.3.1 telephoning PEXA's customer support centre and requesting urgent escalation; or
  - 9.3.2 if the threat or risk is imminent and serious, contacting emergency services (000) and then notifying PEXA as soon as reasonably practicable.
- 9.4 PEXA will treat all reports confidentially and in accordance with its Privacy Policy and applicable privacy laws. Information will be disclosed only where reasonably necessary to investigate the matter, protect safety, administer the Participation Agreement, comply with legal obligations or as otherwise permitted or required by law.

## **10. How PEXA Assesses Conduct**

- 10.1 When assessing whether conduct breaches this Code and determining an appropriate response, PEXA will:
  - 10.1.1 apply an objective standard, having regard to what a reasonable person, in possession of all the relevant circumstances, would consider to be the nature and effect of the conduct;
  - 10.1.2 consider the context in which the conduct occurred, including whether it occurred in the course of a time-sensitive or stressful transaction, or in circumstances where a service issue had arisen;
  - 10.1.3 consider the seriousness, frequency, duration and pattern of the conduct;
  - 10.1.4 consider the apparent intention or purpose of the conduct, while recognising that impact may be more relevant than intention in some circumstances;
  - 10.1.5 consider the impact of the conduct on PEXA Personnel, other Subscribers, other Users, parties to a Land Transaction, or the operation of the PEXA System;
  - 10.1.6 take into account whether the conduct may be connected with disability, language, cultural background or other relevant circumstances, and whether reasonable adjustments may be appropriate (see clause 15);
  - 10.1.7 consider whether the communication was protected under clause 8 or was otherwise a legitimate exercise of a legal or contractual right;
  - 10.1.8 consider any explanation, apology or remedial action offered by the person or Subscriber; and
  - 10.1.9 have regard to any other relevant circumstances.
- 10.2 PEXA will act reasonably, proportionately, consistently and in good faith when making decisions under this Code.

## **11. Possible Proportionate Responses**

- 11.1 Where PEXA reasonably considers that conduct has breached or may breach this Code, PEXA may take one or more of the following measures, as appropriate and proportionate in the circumstances:
  - 11.1.1 requesting that the person cease the conduct;
  - 11.1.2 issuing a warning, either verbal or in writing;
  - 11.1.3 arranging alternative communication arrangements, such as nominating a designated PEXA contact, requiring communications to be made through the Subscriber Manager, or restricting communications to particular channels (such as email rather than telephone);
  - 11.1.4 declining to respond to duplicate, repetitive or finally-addressed communications in accordance with clause 8.2;
  - 11.1.5 temporarily restricting the User's access to particular communication channels or features of the PEXA System while an investigation is conducted;
  - 11.1.6 removing, restricting or moderating content in an Electronic Workspace that breaches this Code;
  - 11.1.7 requiring the Subscriber to remove, replace or supervise the User;
  - 11.1.8 suspending or terminating the User's access to the PEXA System in accordance with the applicable Participation Agreement;
  - 11.1.9 suspending or terminating the Subscriber's access to the PEXA System in accordance with the applicable Participation Agreement; or
  - 11.1.10 referring the conduct to the Subscriber, a Subscriber Manager, a professional body, a regulator, law enforcement or another appropriate authority.
- 11.2 PEXA will ordinarily take action against the individual User responsible for the conduct before restricting or suspending the Subscriber as a whole. Subscriber-wide suspension or termination will be reserved for circumstances where:
  - 11.2.1 the conduct is systemic or forms part of a pattern involving multiple Users or the Subscriber's culture, practices or systems;
  - 11.2.2 the conduct is serious and attributable to the Subscriber, including conduct by senior personnel or conduct authorised or directed by the Subscriber;
  - 11.2.3 the Subscriber has failed to take reasonable steps to prevent, detect or address the conduct, or has failed to respond appropriately to a request from PEXA to investigate or manage the conduct; or
  - 11.2.4 the circumstances otherwise satisfy the suspension or termination provisions of the applicable Participation Agreement.
- 11.3 PEXA will use the least restrictive measure that is effective in the circumstances to:
  - 11.3.1 prevent recurrence of the unacceptable conduct;
  - 11.3.2 protect the health, safety and wellbeing of PEXA Personnel, Users and other persons; and

- 11.3.3 maintain the security, integrity and orderly operation of the PEXA System.
- 11.4 Where reasonably practicable, PEXA will structure restrictions so they do not unnecessarily prejudice an active settlement, lodgement or other Land Transaction, or the interests of other Subscribers or third parties. Measures that may be adopted to preserve transaction continuity include:
  - 11.4.1 working with the Subscriber to appoint a replacement User or an alternative contact person for the affected transaction;
  - 11.4.2 arranging for communications to occur through the Subscriber Manager or another designated person;
  - 11.4.3 preserving an emergency transaction channel or alternative communication method; or
  - 11.4.4 delaying a non-urgent restriction until completion of the affected transaction.
- 11.5 Nothing in this clause 11 limits PEXA's right to take urgent action without prior notice in accordance with clause 12, or PEXA's rights under the applicable Participation Agreement.

## **12. Urgent Safety, Fraud and Security Action**

- 12.1 Notwithstanding any other provision of this Code, PEXA may take immediate action without prior notice or warning where PEXA reasonably considers that:
  - 12.1.1 there is an urgent risk to the health, safety or wellbeing of PEXA Personnel, a User, a party to a Land Transaction or another person;
  - 12.1.2 there is an urgent risk to the security, integrity, stability or confidentiality of the PEXA System or of information held in the PEXA System;
  - 12.1.3 fraud, attempted fraud or other serious criminal conduct is occurring or is imminent;
  - 12.1.4 content has been uploaded or published that is illegal, defamatory, doxing a person, or materially breaches a person's privacy or confidentiality; or
  - 12.1.5 delay would materially undermine the effectiveness of any response or the integrity of an investigation.
- 12.2 Urgent action under this clause 12 may include any of the measures described in clause 11.1, including immediate suspension of a User's or Subscriber's access.
- 12.3 Where urgent action is taken under this clause 12, PEXA will, as soon as reasonably practicable after taking that action:
  - 12.3.1 notify the affected User and, where appropriate, the Subscriber and Subscriber Manager;
  - 12.3.2 provide reasons for the action, subject to any confidentiality, privacy, safety or investigative considerations;
  - 12.3.3 provide an opportunity for the User or Subscriber to respond in accordance with clause 13; and
  - 12.3.4 review whether the urgent action should be maintained, modified or lifted.

### **13. Notice, Response and Review**

- 13.1 Except where urgent action is taken under clause 12, PEXA will, before imposing a restriction, suspension or other significant measure under this Code:
  - 13.1.1 notify the affected User and, where appropriate, the Subscriber and Subscriber Manager of the alleged conduct and proposed action;
  - 13.1.2 provide reasons for the proposed action, including the conduct relied upon, how it breaches this Code, and the factors considered under clause 10;
  - 13.1.3 provide a reasonable opportunity, having regard to the circumstances, for the User or Subscriber to respond, provide an explanation, offer an apology or propose alternative measures; and
  - 13.1.4 consider any response received before making a final decision.
- 13.2 When notifying a User or Subscriber of a final decision to impose a restriction, suspension or other measure, PEXA will:
  - 13.2.1 provide written reasons for the decision;
  - 13.2.2 specify the measure imposed, including its scope, duration and any conditions;
  - 13.2.3 specify any steps the User or Subscriber may take to have the measure varied or lifted, such as training, apology, management supervision or other remedial action;
  - 13.2.4 specify the date on which the measure will be reviewed or reconsidered, if applicable; and
  - 13.2.5 explain how the User or Subscriber may request an internal review or reconsideration of the decision.
- 13.3 A User or Subscriber may request an internal review or reconsideration of a decision under this Code by submitting a written request to PEXA within 14 days of receiving notice of the decision (or such longer period as PEXA may allow). The request should:
  - 13.3.1 specify the decision being challenged;
  - 13.3.2 explain the grounds on which the review is sought, including any factual, legal or procedural concerns; and
  - 13.3.3 provide any additional information, evidence or submissions the User or Subscriber wishes PEXA to consider.
- 13.4 PEXA will conduct the internal review within a reasonable timeframe, having regard to the nature and urgency of the matter. The review will be conducted by a person who was not substantially involved in the original decision. PEXA will provide written reasons for the outcome of the review.
- 13.5 Nothing in this clause 13 limits a Subscriber's or User's rights under the dispute resolution provisions of the applicable Participation Agreement, or any other legal or contractual rights.
- 13.6 Where a measure has a specified duration or review date, PEXA will, on or before that date, review the measure and determine whether it should be maintained,

varied or lifted. PEXA will notify the User and, where appropriate, the Subscriber of the outcome.

#### **14. Privacy and Information Handling**

14.1 PEXA collects, uses, discloses and stores personal information in accordance with its Privacy Policy, which is available at [www.pexa.com.au/privacy](http://www.pexa.com.au/privacy). Subscribers and Users should read the Privacy Policy to understand how PEXA handles personal information.

14.2 For the purposes of administering this Code, PEXA may:

- 14.2.1 retain and review communications, including emails, telephone recordings, instant messages, Electronic Workspace conversations and other interactions with PEXA or in the PEXA System;
- 14.2.2 collect information from PEXA Personnel, Subscribers, Users and other persons about conduct that may breach this Code;
- 14.2.3 disclose information, including personal information, where reasonably necessary to:
  - 14.2.3.1 investigate alleged conduct;
  - 14.2.3.2 protect the health, safety or wellbeing of PEXA Personnel, Users or other persons;
  - 14.2.3.3 administer or enforce the Participation Agreement, this Code or PEXA's legal or regulatory obligations;
  - 14.2.3.4 refer suspected criminal conduct, fraud or serious safety matters to law enforcement, regulators, professional bodies or the Subscriber; or
  - 14.2.3.5 comply with a legal obligation or respond to a lawful request from a law enforcement agency, regulator, Registrar or court.

14.3 PEXA's collection, use and disclosure of personal information for the purposes described in this Code is consistent with the Australian Privacy Principles, including:

- 14.3.1 APP 1 (open and transparent management of personal information);
- 14.3.2 APP 5 (notification of the collection of personal information);
- 14.3.3 APP 6 (use or disclosure of personal information); and
- 14.3.4 APP 11 (security of personal information).

14.4 Where PEXA refers conduct to law enforcement, a regulator, a professional body or another third party, PEXA will provide only the information reasonably necessary for the recipient to understand and assess the matter. PEXA will, where appropriate and safe to do so, notify the affected person that a referral has been made.

#### **15. Accessibility and Reasonable Adjustments**

15.1 PEXA is committed to ensuring that its services, including the PEXA System and its customer support channels, are accessible to all Subscribers and Users.

15.2 When assessing conduct under this Code, PEXA will consider whether communication difficulties, misunderstandings or conduct may be connected with:

- 15.2.1 disability, including cognitive, intellectual, psychiatric, sensory or other disability;
  - 15.2.2 language background, including where English is not the person's first language;
  - 15.2.3 cultural background or communication style; or
  - 15.2.4 other relevant circumstances, such as acute stress, trauma or a mental health condition.
- 15.3 Where PEXA considers that communication difficulties or conduct may be connected with disability or another relevant circumstance, PEXA will consider whether reasonable adjustments may be appropriate. Reasonable adjustments may include:
- 15.3.1 offering an alternative communication channel or method (such as email instead of telephone, or video call with captioning);
  - 15.3.2 permitting a support person, carer, interpreter or advocate to participate in communications;
  - 15.3.3 allowing additional time for a response or for completing a process;
  - 15.3.4 nominating a designated PEXA contact who is familiar with the person's circumstances;
  - 15.3.5 providing information or decisions in a particular format, such as large print, plain language or with visual aids; or
  - 15.3.6 any other adjustment that is reasonable in the circumstances.
- 15.4 A Subscriber or User may request a reasonable adjustment by contacting PEXA and explaining:
- 15.4.1 the nature of the disability or other relevant circumstance;
  - 15.4.2 how it affects their ability to communicate with PEXA or use the PEXA System; and
  - 15.4.3 what adjustment they consider would be reasonable and effective.
- 15.5 PEXA will consider all requests for reasonable adjustments in good faith. An adjustment is reasonable if it would enable the person to communicate effectively or use the PEXA System without imposing an unjustifiable hardship on PEXA.
- 15.6 Nothing in this clause 15 prevents PEXA from taking action under this Code where conduct objectively breaches the standards in clause 7, even where the person has a disability or other relevant circumstance. However, PEXA will take those circumstances into account when assessing the conduct and determining an appropriate and proportionate response.
- 15.7 This approach is consistent with PEXA's obligations under the *Disability Discrimination Act 1992 (Cth)*, which prohibits discrimination on the ground of disability in the provision of goods, services and facilities, and requires service providers to make reasonable adjustments to avoid such discrimination.

## **16. Relationship with the Participation Agreement and Regulatory Instruments**

- 16.1 This Code forms part of, and should be read together with, the applicable Participation Agreement. All terms defined in the Participation Agreement have the same meaning in this Code unless otherwise defined in clause 2.
- 16.2 To the extent of any inconsistency between this Code and the Participation Agreement, the Participation Agreement prevails.
- 16.3 To the extent of any inconsistency between this Code and the Electronic Conveyancing National Law, the Operating Requirements or the Participation Rules, those instruments prevail.
- 16.4 Nothing in this Code limits or excludes any right, power or remedy that PEXA has under the Participation Agreement, the Electronic Conveyancing National Law, the Operating Requirements, the Participation Rules or the general law.
- 16.5 Where PEXA exercises a power to suspend or terminate a Subscriber's or User's access to the PEXA System in reliance on this Code, PEXA does so in accordance with, and subject to the requirements and limitations of, the applicable Participation Agreement. Those requirements and limitations include:
  - 16.5.1 that PEXA act reasonably;
  - 16.5.2 that the conduct be serious or repeated and contrary to the interests of other Subscribers, the Registrar or the orderly operation of the PEXA System; and
  - 16.5.3 any procedural or notification requirements specified in the Participation Agreement.
- 16.6 This Code does not create any independent right of suspension, termination or remedy that is not conferred by the Participation Agreement or the regulatory framework.

## **17. Version Control and Amendments**

- 17.1 This Code may be amended by PEXA from time to time. Material amendments will be made in accordance with the variation mechanism in the applicable Participation Agreement.
- 17.2 PEXA will notify Subscribers of material amendments to this Code by:
  - 17.2.1 publishing the amended Code on PEXA's website at [www.pexa.com.au](http://www.pexa.com.au);
  - 17.2.2 notifying Subscriber Managers by email or through the PEXA System; and
  - 17.2.3 complying with any contractual notification requirements in the applicable Participation Agreement.
- 17.3 The current version of this Code is published on PEXA's website. Subscribers and Users should check the website periodically for updates.
- 17.4 Administrative or minor amendments that do not materially affect Subscribers' or Users' rights or obligations (such as updates to contact details, website links or clause numbering) may be made by PEXA without following the formal variation process, provided Subscribers are notified.

*This Code should be read together with the PEXA Participation Agreement, PEXA Privacy Policy ([www.pexa.com.au/privacy](http://www.pexa.com.au/privacy)), and PEXA Complaints Process ([www.pexa.com.au/complaints](http://www.pexa.com.au/complaints)).*