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File Title: BCI MEDIA GROUP PTY LTD ACN 098 928 959 v CORELOGIC
AUSTRALIA PTY LTD ACN 149 251 267 & ORS
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Registrar

Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

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Amended Defence

No. NSD 285 of 2021

Federal Court of Australia
District Registry: New South Wales
Division: General

BCI MEDIA GROUP PTY LTD (ACN 098 928 959)

Applicant

CORELOGIC AUSTRALIA PTY LTD (ACN 149 251 267) and others named in the schedule

Respondents

INTERPRETATION

In this pleading:

- (a) references to the “**Statement of Claim**” or “**SOC**” are references to the Further Amended Statement of Claim filed 1 November 2023-15 September 2025;
- (b) references to the “**Respondents**” are, unless the context indicates otherwise, references to the First to Fourth Respondents; and
- (c) the defined terms and headers in the SOC are, unless the context indicates otherwise and without any admission as to the truth of any matter to which those defined terms relate, used and bear the same meaning.

RESPONSE

The parties

- 1. As to paragraph 1 of the SOC, the Respondents admit the allegation.
- 2. As to paragraph 2 of the SOC, the Respondents:
 - (a). admit the allegation in sub-paragraph (a);
 - (b). deny the allegation in sub-paragraph (b);
 - (c). say, further, that CoreLogic Australia:
 - (i). does not trade;

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- (ii). does not employ any person;
 - (iii). is not engaged in the business of providing any services, whether of the type alleged or at all;
 - (d). admit the allegations in sub-paragraphs (c) and (d).
3. As to paragraph 3 of the SOC, the Respondents:
- (a). admit the allegation in sub-paragraphs (a);
 - (b). admit the allegation in sub-paragraph (b) insofar as it is alleged that RP Data is engaged in providing the services alleged therein in Australia and New Zealand;
 - (c). otherwise deny the allegations in sub-paragraph (b); and
 - (d). admit the allegations in sub-paragraphs (c) to (i).
4. As to paragraph 4 of the SOC, the Respondents:
- (a). admit the allegations in (a);
 - (b). deny the allegation in sub-paragraph (b);
 - (c). say, further, that it is RP Data which provides the services alleged therein via the product Cordell Connect;
 - (d). admit the allegations in sub-paragraphs (ba) and (bb);
 - (e). deny the allegation in sub-paragraphs (bc) and (bd);
 - (f). say, further, that:
 - (i). RP Data is the owner and operator of the interface and database which the information in Cordell Connect is accessed;
 - (ii). RP Data controls the email addresses with the suffix “@cordell.com.au”; and
 - (g). admit the allegations in sub-paragraphs (c) and (d).
5. As to paragraph 5 of the SOC, the Respondents:
- (a). admit the allegations in sub-paragraph (a);
 - (b). admit the allegation in sub-paragraph (b) insofar as it is alleged that CoreLogic Inc provides the services alleged therein in the United States of America;
 - (c). otherwise deny the allegations in sub-paragraph (b); and
 - (d). admit the allegations in sub-paragraphs (c) and (d).

Relationship between the Respondents

6. As to paragraph 6 of the SOC, the Respondents:

- (a). admit the allegation in sub-paragraph (a) insofar as it is alleged that CoreLogic Australia, RP Data and Cordell have had, and have, common directors and officers;
 - (b). otherwise deny the allegation in sub-paragraph (a);
 - (c). deny the allegation in sub-paragraph (b);
 - (d). say, further, that:
 - (i). RP Data had, and has, members of an executive; and
 - (ii). neither CoreLogic Australia nor Cordell have had, or have, members of an executive;
 - (e). deny the allegation in sub-paragraphs (c) and say, further, that neither CoreLogic Australia nor Cordell employ any persons;
 - (f). admit the allegation in sub-paragraph (d) ~~and (f)~~;
 - (g). deny the allegation in sub-paragraphs (e) and (f);
 - (ga). say, further, that:
 - (i). between 1 January 2016 and 30 June 2020 (the **Period**), there was a single IT environment comprising various elements of infrastructure owned and controlled by the Second Respondent and accessible by the First, Second and Third Respondents (the **RP Data IT Environment**);
 - (ii). during the Period, employees and officers of the Second Respondent had access to, and employees of the Second Respondent accessed, the documents and data stored in the RP Data IT Environment, including for the benefit of the First and Third Respondents; and
 - (iii). during the Period, any Project Information, Project Reports, Project Spreadsheets, Comparative Documents and Relevant Data (as defined in the SOC) was stored in the RP Data IT Environment;
 - (h). deny the allegation in sub-paragraph (g) insofar as it concerns CoreLogic Australia and Cordell;
 - (i). otherwise admit the allegation in sub-paragraph (g);
 - (j). deny the allegation in sub-paragraph (h);
 - (k). deny the allegation in sub-paragraph (i);
 - (l). do not know, and cannot admit, the allegation in sub-paragraph (j).
7. As to paragraph 7 of the SOC, the Respondents:
- (a). deny the allegations;
 - (b). say, further, that neither CoreLogic Australia nor Cordell:
 - (i). trade or conduct any business;

- (ii). employ any persons.
8. As to paragraph 8 of the SOC, the Respondents:
- (a). deny the allegations;
 - (b). say, further, that:
 - (i). CoreLogic Inc does not trade, or conduct business, in Australia; and
 - (ii). the only one of the Respondents which trades or conducts business in Australia is RP Data.
9. As to paragraph 9 of the SOC, the Respondents:
- (a). do not know, and cannot admit, the allegations; and
 - (b). say, further, that the owner of any copyright works produced by RP Data is RP Data.
10. As to paragraph 10 of the SOC, the Respondents:
- (a). admit the allegation in sub-paragraph (a) insofar as it is alleged that CoreLogic Inc was, and is, the ultimate holding company of each of the other Respondents;
 - (b). say that CoreLogic Inc:
 - (i). had knowledge that RP Data was using robotics programs to automate certain tasks or processes;
 - (ii). did not have knowledge of:
 - (A). any specific application or use of robotics programs;
 - (B). the use of any robotics program in respect of, or in connection with, Lead Manager;
 - (c). otherwise deny the allegation in sub-paragraph (b); and
 - (d). deny the allegations in sub-paragraphs (c) to (f).

BCI Media Group and LeadManager

11. As to paragraph 11 of the SOC, the Respondents do not know, and cannot admit, the allegation.
12. As to paragraph 12 of the SOC, the Respondents do not know, and cannot admit, the allegation.
13. As to paragraph 13 of the SOC, the Respondents do not know, and cannot admit, the allegation.
14. As to paragraph 14 of the SOC, the Respondents:
- (a). admit the allegations that:
 - (i). BCI Media Group operates LeadManager;

- (ii). LeadManager is a web-based and mobile phone based platform;
 - (b). otherwise do not know, and cannot admit, the allegations.
15. As to paragraph 15 of the SOC, the Respondents:
- (a). admit the allegation that LeadManager contains information about construction projects which enables subscribers to locate projects and opportunities; and
 - (b). otherwise do not know, and cannot admit, the allegations.
16. As to paragraph 16 of the SOC, the Respondents:
- (a). admit the allegation that LeadManager has those features; and
 - (b). otherwise do not know, and cannot admit, the allegations.
17. As to paragraph 17 of the SOC, the Respondents do not know, and cannot admit, the allegation.
18. As to paragraph 18 of the SOC, the Respondents:
- (a). admit the allegation that BCI Media Group has required certain persons and entities wishing to access LeadManager to enter into subscription agreements; and
 - (b). otherwise do not know, and cannot admit, the allegations.
19. As to paragraph 19 of the SOC, the Respondents do not know, and cannot admit, the allegations.
20. As to paragraph 20 of the SOC, the Respondents do not know, and cannot admit, the allegation.
21. As to paragraph 21 of the SOC, the Respondents:
- (a). admit that, from on or about 27 August 2018, RP Data was in possession of a subscription agreement between BCI Media Group and SkillTech Consulting Pty Ltd (**SkillTech Subscription Agreement**); and
 - (b). otherwise deny the allegation; and
 - (c). say, further, that:
 - (i). the only one of the respondents capable of having anything in its possession was RP Data; and
 - (ii). there is no one single "LeadManager Subscription Agreement" as alleged because the terms of the agreements which BCI entered into with customers of LeadManager changed over time.
22. As to paragraph 22 of the SOC, the Respondents admit the allegations.
23. As to paragraph 23 of the SOC, the Respondents:

- (a). admit the allegations insofar as it alleged that RP Data knew that BCI Media Group commonly required persons and entities wishing to access LeadManager to enter into a subscription agreement; ~~and~~
- (b). otherwise deny the allegations; and
- (c). say, further, that:
 - (i). the only one of the respondents capable of having anything in its possession was RP Data; and
 - (ii). there is no one single "LeadManager Subscription Agreement" as alleged because the terms of the agreements which BCI entered into with customers of LeadManager changed over time.

Forum Group

- 24. As to paragraph 24 of the SOC, the Respondents admit the allegation.
- 25. As to paragraph 25 of the SOC, the Respondents:
 - (a). admit the allegation insofar as it is alleged that the Forum Group Subscription Agreement was for a term of two years;
 - (b). deny the allegation insofar as it concerns the terms pleaded in paragraphs 19(b) to 19(g) of the SOC;
 - (c). admit the allegation insofar as it concerns paragraph 19(a) and 19(i) to (m) of the SOC; and
 - (d). say that:
 - (i). clause 2.3 of the Forum Group Subscription Agreement, properly construed, was not to the effect, or in the terms, alleged in paragraphs 19(b) to (d) of the SOC;
 - (ii). the Forum Group Subscription Agreement did not:
 - (A). contain the term alleged in paragraph 19(f) of the SOC; and
 - (B). incorporate, whether by reference or otherwise, the Fair Usage Policy or those parts of the Fair Usage Policy pleaded in paragraph 19(g) of the SOC.
- 26. As to paragraph 26 of the SOC, the Respondents:
 - (a). admit the allegation insofar as it is alleged that BCI Media Group issued Forum Group with User Details; and
 - (b). otherwise do not know, and cannot admit, the allegation.
- 27. As to paragraph 27 of the SOC, the Respondents:
 - (a). admit the allegation insofar as is alleged that RP Data obtained the User Details which were supplied to Forum Group; and
 - (b). otherwise do not know, and cannot admit, the allegation.

28. As to paragraph 28 of the SOC, the Respondents admit the allegation.
29. As to paragraph 29 of the SOC, the Respondents do not know, and cannot admit, the allegation.

Skill Tech

30. As to paragraph 30 of the SOC, the Respondents admit the allegation.
31. As to paragraph 31 of the SOC, the Respondents:
 - (a). admit that the SkillTech Subscription Agreement was for a term of two years;
 - (b). admit that the SkillTech Subscription Agreement contained terms to the effect alleged in paragraphs 19(a) and 19(f) to (m) of the SOC; and
 - (c). deny that the Skill Tech Subscription Agreement, properly construed, contained terms to the effect alleged in paragraphs 19(b) to 19(e).
32. As to paragraph 32 of the SOC, the Respondents admit the allegation.
33. As to paragraph 33 of the SOC, the Respondents:
 - (a). admit the allegations that:
 - (i). the User Details issued to SkillTech were in the terms alleged;
 - (ii). RP Data obtained or received the User Details provided to SkillTech (through Ms Tanya George); and
 - (b). otherwise do not know, and cannot admit, the allegation.
34. As to paragraph 34 of the SOC, the Respondents admit the allegation.
35. As to paragraph 35 of the SOC, the Respondents do not know, and cannot admit, the allegation.

Gingold

36. As to paragraph 36 of the SOC, the Respondents admit the allegation.
37. As to paragraph 37 of the SOC, the Respondents admit the allegation.
- 37A. As to paragraph 37A of the SOC, the Respondents admit the allegation.
38. As to paragraph 38 of the SOC, the Respondents:
 - (a). admit the allegation insofar as it is alleged that RP Data obtained or received the User Details which BCI Media Group had provided to Gingold (through Ms Tanya George); and
 - (b). otherwise do not know, and cannot admit, the allegation.
 - (c). do not know, and cannot admit, the allegation in sub-paragraph (a);
 - (d). admit the allegation
39. As to paragraph 39 of the SOC, the Respondents:

- (a). admit that the Gingold Subscription Agreement was for a term of two years;
 - (b). admit that the Gingold Subscription Agreement contained terms to the effect alleged in paragraphs 19(a) and 19(f) to (m) of the SOC; and
 - (c). deny that the Gingold Subscription Agreement, properly construed, contained terms to the effect alleged in paragraphs 19(b) to 19(e).
40. As to paragraph 40 of the SOC, the Respondents:
- (a). deny the allegation;
 - (b). say, further, that BCI Media Group suspended Gingold's access to Lead Manager in or about March 2020.
41. As to paragraph 41 of the SOC, the Respondents do not know, and cannot admit, the allegation.

RP Data, Telus International and Artis

- 41A. As to paragraph 41A of the SOC:
- (a). admit that RP Data, from time to time, used those User Details to access LeadManager; and
 - (b). otherwise do not know, and cannot admit, the allegation.
- 41AA. As to paragraph 41AA:
- (a). admit the allegations in sub-paragraphs (a) and (b);
 - (b). deny the allegations in sub-paragraph (c) and (d); and
 - (c). say, further, that:
 - (i). the Robotics Program (as that term is used in the SOC) or, alternatively, robotic process automation was used to automate a number of different processes and tasks carried out by RP Data; and
 - (ii). the use of the Robotics Program in connection with LeadManager was just one of the processes and tasks for which the Robotics Program or, alternatively, robotic process automation was used.
- 41B. As to paragraph 41B of the SOC, the Respondents:
- (a). say that:
 - (i). on or about 1 November 2014, Telus International (U.S.) Corp (**Telus**) and Corelogic Solutions LLC (**Solutions**) entered into an agreement styled as a Master Professional Services Agreement (**MPSA**);
 - (ii). on or about 2 March 2018, Telus and Solutions agreed on the terms of a document entitled Statement of Work (**SOW**);
 - (iii). the SOW set out, *inter alia*, tasks which Telus was to perform under the MPSA including the:

“review residential data quality and assess the data integrity against competitors in each state for both residential and commercial properties including Cordell data”;

(iv). the tasks which Telus, in fact, performed were:

- (A). accessing LeadManager;
- (B). counting the number of construction projects recorded in LeadManager, whether by human labour or using the Robotics Program, by:
 - (1) the State or Territory in which the project was located;
 - (2) the stage at which the project was at;
 - (3) the category or type of the project;
 - (4) the number of companies and contacts listed in respect of each project;
- (C). recording the details pleaded in sub-paragraph (iv)(B) herein in spreadsheets and providing those spreadsheets RP Data;
- (D). alternatively to sub-paragraph (iv)(C) herein, providing the information pleaded in sub-paragraph (iv)(B) herein to RP Data;
- (E). on one occasion, accessing LeadManager and downloading a copy of the Fair Use Policy (as that term is defined in the SOC);

(together **Telus Tasks**);

- (b). admit the allegation in sub-paragraph (a);
- (c). deny the allegations in sub-paragraphs (b) and (c). ~~to the extent they are inconsistent with the matters pleaded in sub-paragraphs (a) and (b) herein; and~~
- (d). ~~otherwise admit the allegations in sub-paragraphs (b) and (c).~~

41C. As to paragraph 41C of the SOC, the Respondents:

- (a). say that Telus performed the Telus Tasks between dates alleged; and
- (b). deny the allegations. ~~to the extent it is consistent with the matters pleaded in sub-paragraph (a) herein; and~~
- (c). ~~otherwise, admit the allegations.~~

41D. As to paragraph 41D of the SOC, the Respondents:

- (a). say that:
 - (i). Artis was contracted to set up Robotics Programs which were to be used to automate a number of different processes and tasks carried out by RP Data including, but not limited to, the use of Robotics Programs in respect of LeadManager;

- (ii). the tasks actually performed by Artis in connection with LeadManager were limited to:
 - (A). calculating the time the Robotics Program took to count the number of projects recorded in LeadManager as set out in the document which is COR.001.002.0485:
 - (B). extracting a Project Spreadsheet from LeadManager, which document is COR.001.002.0487

(together **Artis Tasks**); and

- (b). deny the allegations ~~to the extent they are inconsistent with the position pleaded in sub-paragraph (a) herein.~~

41E. As to paragraph 41E of the SOC, the Respondents deny the allegation and say that they repeat and rely on the matters pleaded in paragraph 41D above.

42. As to paragraph 42 of the SOC, the Respondents:

- (a). say that RP Data:
 - (i). accessed LeadManager;
 - (ii). captured screenshots of Projects Reports (as that term is defined in the SOC) in LeadManager:
 - (A). on 2 September 2019 as referred to in document COR.001.002.0528; and
 - (B). in December 2019 as referred to in document COR.001.002.0113;
- (b). say, further, that RP Data:
 - (i). accessed LeadManager;
 - (ii). exported a Project Spreadsheet (as that term is defined in the SOC) from LeadManager on or about 30 January 2018, being document COR.001.002.0610;
- (c). say, further, that RP Data:
 - (i). received the spreadsheets produced by Telus as part of the Telus Tasks (as pleaded in paragraph 41B(a) above) which compared the number of projects recorded in Lead Manager with the number of projects recorded in Cordell Connect; or
 - (ii). alternatively, received the information provided to it by Telus as part of the Telus Tasks and created spreadsheets from that information (as pleaded in paragraph 41B(a) above) which compared the number of projects recorded in Lead Manager with the number of projects recorded in Cordell Connect;
 - (iii). circulated those spreadsheets between certain of its employees by email; and

- (d). deny the allegations, ~~in sub-paragraphs (a) and (b) to the extent they are in consistent with the matters pleaded in sub-paragraphs (a) to (c) herein; and~~
 - (e). ~~otherwise admit the allegations in sub-paragraphs (a) and (b).~~
- 42A. As to paragraph 42A of the SOC, the Respondents deny the allegation and say that the tasks which Telus performed were the Telus Tasks.
- 42B. As to paragraph 42B of the SOC, the Respondents deny the allegation and say that they repeat and rely on the matters pleaded in paragraph 41D above.
- 42C. As to paragraph 42C of the SOC, the Respondents:
- (a). say that the Comparative Documents:
 - (i). were created between October 2017 and February 2020 by Telus and RP Data using, respectively, the data pleaded in paragraphs 41B(a)(iv)(B) and 42(c)(ii) (**Relevant Data**);
 - (ii). consisted of spreadsheets and presentations which compared the number of projects recorded in Lead Manager with the number of projects recorded in Cordell Connect;
 - (iii). did not contain any words or content taken from LeadManager; and
 - (b). deny the allegations, ~~to the extent they are inconsistent with sub-paragraph (a) herein; and~~
 - (c). ~~otherwise admit the allegations.~~

Comparative Documents

43. As to paragraph 43 of the SOC, the Respondents deny the allegations.

43~~(i)~~A. As to paragraph 43~~(i)~~A of the SOC, the Respondents:

- (a). admit the allegation insofar as it concerns RP Data; and
- (b). otherwise deny the allegation.

43~~(ii)~~B. As to paragraph 43~~(ii)~~B of the SOC, the Respondents:

- (a). admit the allegation insofar as it concerns RP Data; and
- (b). otherwise deny the allegation;
- (c). say that the Comparative Documents were only requested, and provided, pursuant to the process on 21 occasions.

43~~(iii)~~C. As to paragraph 43~~(iii)~~C of the SOC, the Respondents:

- (a). admit that Comparative Documents, being documents of the type pleaded in paragraph 42C(a) above, were provided to, or circulated between, employees of RP Data; and
- (b). otherwise deny the allegations.

43(iv)D. As to paragraph 43(iv)D of the SOC, the Respondents:

- ~~(a).~~ do not know, and cannot admit, the allegation in sub-paragraph (a);
- ~~(b).~~ admit the allegation in sub-paragraph (b) insofar as it concerns the emails expressly particularized in that paragraph
- ~~(c).~~ otherwise deny the allegations in sub-paragraph (b);
- (aa). deny the allegations in sub-paragraphs (a) and (b) insofar as it is alleged that information in, or from, Comparative Documents were presented to customers or prospective customers of BCI by email or in writing;
- (ab). otherwise do not know, and cannot admit, the allegations in sub-paragraphs (a) and (b);
- (ac). say that:
 - (i). they admit employees of RP Data sent the emails particularized in paragraph 43D(vi) of BCI's consolidated particulars dated 15 September 2025;
 - (ii). the emails pleaded in sub-paragraph (ac)(i) herein, did not contain information in, or from, Comparative Documents.

43(v)E. As to paragraph 43(v)E of the SOC, the Respondents: ~~do not know, and cannot admit, allegation.~~

- (a). admit the allegation in sub-paragraph (b);
- (b). deny:
 - (i) the balance of the allegations;
 - (ii) the alleged inference can be drawn from any of those matters; and
 - (iii) the truth of the alleged inference.

43(vi)E. As to paragraph 43(vi)E of the SOC, the Respondents ~~do not know, and cannot admit, allegation;~~

- (a). admit the allegation in sub-paragraph (d);
- (b). deny:
 - (i) the balance of the allegations;
 - (ii) the alleged inference can be drawn from any of those matters; and
 - (iii) the truth of the alleged inference.

43(vii)G. As to paragraph 43(vii)G of the SOC, the Respondents ~~do not know, and cannot admit, the allegation.;~~

- (a). admit the allegation in sub-paragraph (e);
- (b). deny:

- (i) the balance of the allegations;
- (ii) the alleged inference can be drawn from any of those matters; and
- (iii) the truth of the alleged inference.

43AH. As to paragraph 43AH of the SOC, the Respondents:

- (a). admit the allegation insofar as it is alleged that RP Data had knowledge of the activities admitted or pleaded in paragraphs 24 to 43(vii) above; and
- (b). otherwise deny the allegation; and
- (c). say that Cordell did not engage in any of the alleged activities.

Involvement of CoreLogic Australia and Cordell

43BI. As to paragraph 43BI of the SOC, the Respondents deny the allegation.

43CJ. As to paragraph 43CJ of the SOC, the Respondents deny the allegation.

CoreLogic Inc

44. As to paragraph 44 of the SOC, the Respondents deny the allegation.

44A. As to paragraph 44A of the SOC, the Respondents deny the allegation.

45. As to paragraph 45 of the SOC, the Respondents:

- (a). admit the allegation in sub-paragraph (a); and
- (b). deny the allegation in sub-paragraph (b).

46. As to paragraph 46 of the SOC, the Respondents:

- (a). deny the allegation; and
- (b). say, further, that RP Data did not require CoreLogic Inc's approval for the use of the Robotics Program or, alternatively, robotic process automation whether in connection with LeadManager or at all.

47. As to paragraph 47 of the SOC, the Respondents deny the allegation.

48. As to paragraph 48 of the SOC, the Respondents deny the allegation.

49. As to paragraph 49 of the SOC, the Respondents deny the allegation.

50. As to paragraph 50 of the SOC, the Respondents deny the allegation and say, further, that:

- (a). the BCI Works are not, for the reasons pleaded below, protected by copyright; and
- (b). the BCI Confidential Information do not, for the reasons pleaded below, exist.

Alleged breach of contract

51. As to paragraph 51 of the SOC, the Respondents:

- (a). deny the allegation in sub-paragraph (a) and say that clause 2.1 of the Forum Group Subscription Agreement did not, properly construed, oblige Forum Group to keep its User Details confidential;
 - (b). deny the allegation in sub-paragraph (b) and say that the Forum Group Subscription Agreement did not contain any such clause;
 - (c). deny the allegation in sub-paragraph (c) and say that clause 4.1 of the Forum Group Subscription Agreement did not, properly construed, prohibit Forum Group from “allowing” RP Data to use its login in details;
 - (d). deny the allegation in sub-paragraph (d) and say that:
 - (i). the use of the Robotics Program did not on a proper construction of clause 3.1(b) of the Forum Group Subscription Agreement constitute a breach of that clause;
 - (ii). the Forum Group Subscription Agreement did not contain any clause 3.3;
 - (iii). allowing RP Data to use the User Details did not, on a proper construction of clause 4.1 or 5.1 of the Forum Group Subscription Agreement, constitute a breach of either of those clauses.
52. As to paragraph 52 of the SOC, the Respondents:
- (a). deny the allegation in sub-paragraph (a) and say that clause 2.1 of the SkillTech Subscription Agreement did not, properly construed, oblige SkillTech to keep its User Details confidential;
 - (b). do not know, and cannot admit the allegation in sub-paragraph (b);
 - (e). deny the allegation in sub-paragraph (c) and say that clause 4.1 of the SkillTech Subscription Agreement did not, properly construed, prohibit SkillTech from “allowing” RP Data to use its login in details;
 - (f). deny the allegation in sub-paragraph (d) and say that:
 - (i). the use of the Robotics Program did not on a proper construction of clause 3.1(b) of the SkillTech Subscription Agreement constitute a breach of that clause;
 - (ii). the terms of the Fair Usage Policy in place from, at least, 15 January 2019 did not, properly construed, prohibit SkillTech from allowing RP Data to access and copy information;
 - (iii). allowing RP Data to do those things did not, on a proper construction of clause 4.1 or 5.1 of the SkillTech Subscription Agreement, constitute a breach of either of those clauses.
53. As to paragraph 53 of the SOC, the Respondents:
- (a). deny the allegation in sub-paragraph (a) and say that clause 2.1 of the Gingold Subscription Agreement did not, properly construed, oblige Gingold to keep its User Details confidential;
 - (b). deny the allegation in sub-paragraph (b);

- (c). otherwise do not know, and cannot admit the allegation in sub-paragraph (b);
- (d). deny the allegation in sub-paragraph (c) and say that clause 4.1 of the Gingold Subscription Agreement did not, properly construed, prohibit Gingold from “allowing” RP Data to use its login in details;
- (e). deny the allegation in sub-paragraph (d) and say that:
 - (i). the use of the Robotics Program did not on a proper construction of clause 3.1(b) of the Gingold Subscription Agreement constitute a breach of that clause;
 - (ii). the terms of the Fair Usage Policy in place from, at least, 15 January 2019 did not, properly construed, prohibit Gingold from allowing RP Data to access and copy information;
 - (iii). allowing RP Data to do those things did not, on a proper construction of clause 4.1 or 5.1 of the Gingold Subscription Agreement, constitute a breach of either of those clauses.

Inducement of breach

54. As to paragraph 54 of the SOC, the Respondents:

- (a). deny the allegation in sub-paragraph (a); and
- (b). deny the allegation in sub-paragraph (b) and say, further, that:
 - (i). the common law of Australia does not recognize a tort of interference with contractual relations which is separate to the tort of inducing breach of contract; and
 - (ii). alternatively, if the common law of Australia does recognize any such tort, it requires the interference to be unlawful;
 - (iii). in the premises of the matters pleaded in sub-paragraphs (i) and (ii), the allegation in sub-paragraph (b) discloses no reasonable cause of action; and
- (c). deny the allegation in sub-paragraphs (c) and (g).

Loss and damage allegedly cause by breaches of contract

55. As to paragraph 55 of the SOC, the Respondents deny the allegation and say, further, they repeat and rely on the matters pleaded in paragraph 54 above.

55A. As to paragraph 55A of the SOC, the Respondents deny the allegation.

55B. As to paragraph 55B of the SOC, the Respondents deny the allegation and say, further, that BCI Group would never have granted RP Data any licence.

Alleged Copyright Infringement

56. As to paragraph 56 of the SOC, the Respondents:

- (a). say that LeadManager had the content or features described as the Project Reports, Project Information and Project Spreadsheets in the manner, and with the features, pleaded in paragraphs 57 to 59 below; and
 - (b). otherwise deny the allegation.
57. As to paragraph 57 of the SOC, the Respondents:
- (a). admit the allegation;
 - (b). say that the Project Reports (and each of them) were generated in final and expressed form using a computer process or processes.
58. As to paragraph 58 of the SOC, the Respondents:
- (a). deny the allegation;
 - (b). say that the Project Information was:
 - (i). the raw information or data which was included in the Project Reports and Project Spreadsheets;
 - (ii). not a compilation of information.
59. As to paragraph 59 of the SOC, the Respondents:
- (a). deny the allegation;
 - (b). say that the Project Spreadsheets were:
 - (i). a compilation of the raw information or data pleaded in the immediately preceding paragraph; and
 - (ii). generated in final and expressed form using a computer process or processes.
60. As to paragraph 60 of the SOC, the Respondents:
- (a). admit the allegation insofar as it concerns the Project Reports and the Project Spreadsheets; and
 - (b). otherwise deny the allegation.
61. As to paragraph 61 of the SOC, the Respondents:
- (a). deny the allegations insofar as they concern the Project Reports and say that:
 - (i). they repeat and rely on the matters alleged in paragraph 57(b) above;
 - (ii). the Project Reports were not an original literary work for the purposes of s 32 of *the Copyright Act 1968* (Cth);
 - (b). deny the allegations insofar as they concern the Project Information and say that:
 - (i). they repeat and rely on the matters pleaded in paragraphs 58(b) and 60(b) above; and

- (ii). the Project Information was, to the extent it was a literary work (which is denied), not an original literary work for the purposes of s 32 of *the Copyright Act 1968* (Cth);
 - (c). deny the allegations insofar as they concern the Project Spreadsheets and say that:
 - (i). they repeat and rely on the matters pleaded in paragraphs 59(b) above; and
 - (ii). the Project Spreadsheets were not an original literary work for the purposes of s 32 of *the Copyright Act 1968* (Cth).
62. As to paragraph 62 of the SOC, the Respondents:
- (a). deny the allegation insofar as it concerns the Project Reports and Project Spreadsheets and say that, by reason of the matters pleaded in paragraphs 57(b) and 59(b) above, those works do not have an author; and
 - (b). otherwise do not know, and cannot admit, the allegation.
63. As to paragraph 63 of the SOC, the Respondents:
- (a). deny the allegation insofar as it concerns the Project Reports and Project Spreadsheets and say that, by reason of the matters pleaded in paragraphs 57(b) and 59(b) above, those works do not have an author; and
 - (b). otherwise do not know, and cannot admit, the allegation.
64. As to paragraph 64 of the SOC, the Respondents:
- (a). deny the allegation insofar as it concerns the Project Reports and Project Spreadsheets and say that, by reason of the matters pleaded in paragraphs 57(b) and 59(b) above, those works do not have an author; and
 - (b). otherwise do not know, and cannot admit, the allegation.
65. As to paragraph 65 of the SOC, the Respondents:
- (a). do not know, and cannot admit, the allegation in sub-paragraph (a);
 - (b). deny the allegation in sub-paragraph (b) insofar as it concerns the Project Reports and Project Spreadsheets and say that, by reason of the matters pleaded in paragraphs 57(b) and 59(b) above, those works do not have an author; and
 - (c). otherwise do not know, and cannot admit, the allegation in sub-paragraph (b).
66. As to paragraph 66 of the SOC, the Respondents deny the allegation and say that, by reason of the matters pleaded in the last four preceding paragraphs, the presumption is not available.
67. As to paragraph 67 of the SOC, the Respondents deny the allegation and say that:
- (a). each of the BCI Works was published;
 - (b). by reason of the matters pleaded in paragraphs 62 to 65 and sub-paragraph (a) herein, the presumption is not available.

68. As to paragraph 68 of the SOC, the Respondents deny the allegation.
69. As to paragraph 69 of the SOC, the Respondents deny the allegation.
70. As to paragraph 70 of the SOC, the Respondents deny the allegation.
71. As to paragraph 71 of the SOC, the Respondents do not know and cannot admit the allegation.
72. As to paragraph 72 of the SOC, the Respondents deny the allegation.

Alleged infringement of copyright

73. As to paragraph 73 of the SOC, the Respondents:
- (a). admit the allegation in sub-paragraph (a) insofar as it is alleged that RP Data conducted searches on Lead Manager;
 - (b). do not know, and cannot admit, the allegation in sub-paragraph (a) insofar as it concerns the dates during which that occurred;
 - (c). admit the allegation in sub-paragraph (b) and say, further, that only occasions on which it is presently aware that it captured screenshots of Project Reports are those pleaded in paragraph 42(a) above;
 - (d). deny the allegation in sub-paragraph (c);
 - (e). admit the allegation in sub-paragraph (d) and say, further, that it repeats and relies on the matters pleaded in paragraph 42(b) above;
 - (f). deny the allegation in sub-paragraph (dd);
 - (g). deny the allegation in sub-paragraph (e) and say, further, that the Comparative Documents were produced using the Relevant Data;
 - (h). admit the allegation in sub-paragraph (f) insofar as it alleged that RP Data created Comparative Documents; and
 - (i). otherwise deny the allegation in sub-paragraph (f).
- 73A. As to paragraph 73A of the SOC, the Respondents:
- (a). say that the Telus carried out the Telus Tasks during the period pleaded; and
 - (b). deny the allegations, ~~to the extent they are inconsistent with the position pleaded in sub-paragraph (a) herein.~~
- 73B. As to paragraph 73B of the SOC, the Respondents:
- (a). say that Artis carried out the Artis Tasks; and
 - (b). deny the allegations, ~~to the extent they are inconsistent with the position pleaded in sub-paragraph (a) herein.~~
74. As to paragraph 74 of the SOC, the Respondents:

- (a). admit the allegation in sub-paragraph (a) insofar as it concerns the Project Reports and Project Spreadsheets pleaded, respectively, in paragraphs 73(c) and 73(e) above;
 - (b). otherwise deny the allegation in sub-paragraph (a);
 - (c). deny the allegation in sub-paragraph (aa);
 - (d). deny the allegation in sub-paragraph (b); and
 - (e). admit the allegation in sub-paragraph (c) that Comparative Documents were published in the manner pleaded in paragraph 43(iv) above; and
 - (f). otherwise do not know, and do not admit, the allegation in sub-paragraph (c).
- 74A. As to paragraph 74A of the SOC, the Respondents:
- (a). say that Telus carried out the Telus Tasks; and
 - (b). deny the allegations, ~~to the extent they are inconsistent with sub-paragraph (a) herein.~~
- 74B. As to paragraph 74B of the SOC, the Respondents:
- (a). say that Artis carried out the Artis Tasks; and
 - (b). deny the allegations, ~~to the extent they are inconsistent with sub-paragraph (a) herein.~~
75. As to paragraph 75 of the SOC, the Respondents:
- (a). admit the allegation in sub-paragraph (a) insofar as it is alleged that RP Data reproduced the Project Reports and Project Spreadsheets pleaded, respectively, in paragraphs 73(c) and 73(e) above;
 - (b). otherwise deny the allegation in sub-paragraph (a);
 - (c). deny the allegations in sub-paragraphs 9(b) to (d);
 - (d). say, further, that to the extent that it is alleged that the use of the Relevant Data or the creation of the Comparative Documents involved any reproduction, adaptation or publication of any copyrighted work (which is denied), RP Data did not reproduce a substantial part of any such work.
- 75A. As to paragraph 75A of the SOC, the Respondents deny each of the allegations and say, further, they rely on the matters pleaded in paragraph 75(d) above.
- 75B. As to paragraph 75B of the SOC, the Respondents deny each of the allegation and say, further, they rely on the matters pleaded in paragraph 75(d) above.
76. As to paragraph 76 of the SOC, the Respondents deny the allegation.
77. As to paragraph 77 of the SOC, the Respondents deny the allegation.
- 77A. As to paragraph 77A of the SOC, the Respondents deny the allegation.
- 77B. As to paragraph 77B of the SOC, the Respondents deny the allegation and say, further, that:

- (a). Cordell was not, and does not, trade;
- (b). the owner and operator of Cordell Connect is RP Data; and
- (c). there is no agreement or “common design” between RP Data and Cordell in respect of the matters alleged.

78. As to paragraph 78 of the SOC, the Respondents:

- (a). deny the allegation; and
- (b). say if, which is denied, any one or more of the alleged acts of infringement by Telus International and Artis occurred, those acts of infringement were authorized by RP Data.

79. As to paragraph 79 of the SOC, the Respondents deny the allegation.

79A. As to paragraph 79A of the SOC, the Respondents deny the allegation.

80. Not used.

81. Not used.

Loss and damage allegedly caused by copyright infringement

82. As to paragraph 82 of the SOC, the Respondents deny each of the allegations.

82A. As to paragraph 82A of the SOC, the Respondents deny the allegation.

82B. As to paragraph 82B of the SOC, the Respondents deny the allegation and say, further, that even if BCI Media Group had suffered loss and damage by reason of the alleged infringement it would be inappropriate to assess damages on that basis because no licence would ever have been granted.

82C. As to paragraph 82C of the SOC, the Respondents deny the allegation and repeat and rely on the matters pleaded in paragraphs 79, 79A and 82 above.

82D. As to paragraph 82D of the SOC, the Respondent:

- (a). deny the allegation;
- (b). say, further, that:
 - (i). RP Data’s profits have not been enlarged by any use by it of the Relevant Data, the Comparative Documents or any other information or document associated with LeadManager; and
 - (ii). RP Data’s profits have, during the period of the alleged infringement, declined and not increased.

82E. As to paragraph 82E of the SOC, the Respondents deny the allegation.

Breach of confidence claims

83. As to paragraph 83 of the SOC, the Respondents admit each of the allegations.

84. As to paragraph 84 of the SOC, the Respondents admit the allegation and say, further, that the User Details were known to, at least, BCI Media Group and the relevant subscriber.
85. As to paragraph 85 of the SOC, the Respondents deny the allegation and say, further, that:
- (a). the matters pleaded in sub-paragraphs (a) to (d) therein even if proven do not demonstrate the User Details to have the necessary quality of confidence; and
 - (b). to the extent the User Details were confidential, they were confidential to the relevant subscriber.
86. As to paragraph 86 of the SOC, the Respondents:
- (a). deny the allegations; and
 - (b). say that the information pleaded therein was:
 - (i). publicly available information; and
 - (ii). further or alternatively:
 - (A). information which was available to any person who subscribed to LeadManager; and
 - (B). information which any such subscriber could deal with freely.
87. As to paragraph 87 of the SOC, the Respondents deny the allegation.
88. As to paragraph 88 of the SOC, the Respondents admit the allegation but say, further, that they deny the Confidential Project Information is, in fact, confidential information.
89. As to paragraph 89 of the SOC, the Respondents deny the allegations.
90. As to paragraph 90 of the SOC, the Respondents deny the allegation.
91. As to paragraph 91 of the SOC, the Respondents deny the allegation and say, further, that they repeat and rely on the matters pleaded in paragraph 89(e) above.
92. As to paragraph 92 of the SOC, the Respondents deny the allegation and say, further, that they repeat and rely on the matters pleaded in paragraphs 86(c) and 89(e) above.
93. As to paragraph 93 of the SOC, the Respondents:
- (a). do not know, and cannot admit, the allegation insofar as it is alleged that the information was commercially valuable to BCI Media Group; and
 - (b). otherwise deny the allegation.
94. As to paragraph 94 of the SOC, the Respondents:
- (a). do not and cannot admit the allegation insofar as it concerns the User Details;
 - (b). otherwise deny the allegations and say, further, that they repeat and rely on the matters pleaded in paragraphs 86(c) and 89(e) above.

95. As to paragraph 95 of the SOC, the Respondents deny the allegation and say, further, that the BCI Confidential Information did not exist.
96. As to paragraph 96 of the SOC, the Respondents deny the allegation.
97. As to paragraph 97 of the SOC, the Respondents deny each of the allegations and say, further, that BCI Confidential Information did not exist and, as such, no duty of confidence arose.
98. As to paragraph 98 of the SOC, the Respondents:
- (a). deny the allegations in sub-paragraph (a);
 - (b). deny the allegations in sub-paragraph (b); and
 - (c). say, further, that:
 - (i). the BCI Confidential Information did not exist; and
 - (ii). in the alternative, if the BCI Confidential Information did exist (which is denied), there is no recognized cause of action for being “knowingly involved” or providing “knowing assistance” in a breach of a duty of confidence.

98A. As to paragraph 98A of the SOC, the Respondents deny the allegations.

Alleged loss and damage

99. As to paragraph 99 of the SOC, the Respondents deny the allegations and say, further, that they repeat and rely on the matters pleaded in the immediately preceding sub-paragraph.
- 99A. As to paragraph 99A of the SOC, the Respondents deny the allegation.
- 99B. As to paragraph 99B of the SOC, the Respondents:
- (a). deny the allegations; and
 - (b). say, further, that if such a breach occurred, BCI Media Group is not entitled to damages assessed on that basis because BCI Media Group would never have granted RP Data a licence.
- 99C. As to paragraph 99C of the SOC, the Respondents deny the allegation.
- 99D. As to paragraph 99D of the SOC, the Respondents deny the allegation and say, further, that:
- (a). BCI Confidential Information (the existence of which is denied):
 - (i). was not used to improve Cordell Connect;
 - (ii). was not used in a way which saved RP Data any costs; and
 - (b). RP Data’s revenue has not been increased in the manner alleged or at all.

Misleading and deceptive conduct

100. As to paragraph 100 of the SOC, the Respondents do not know, and cannot admit, the allegation.
101. As to paragraph 101 of the SOC, the Respondents:
- (a). do not know, and cannot admit, the allegation;
 - (b). say if, which is not admitted, the Forum Group Subscription Representation was made, they admit it would have been made in trade or commerce.
102. As to paragraph 102 of the SOC, the Respondents do not know, and cannot admit, the allegation.
103. As to paragraph 103 of the SOC, the Respondents:
- (a). admit the allegations of fact pleaded in sub-paragraphs (a), (b) and (c); and
 - (b). otherwise deny the allegation.
- 103A. As to paragraph 103A of the SOC, the Respondents do not know, and cannot admit, the allegation.
104. As to paragraph 104 of the SOC, the Respondents:
- (a). deny the allegation in sub-paragraph (a) and say, further, that the Fair Usage Policy was not incorporated into the Forum Group Subscription Agreement;
 - (b). do not know, and cannot admit, the allegations in sub-paragraphs (b) and (c); and
 - (c). deny the allegations in sub-paragraphs (d) and (e).
- 104A. As to paragraph 104A of the SOC, the Respondents:
- (a). admit the allegation that Forum Group did not inform BCI Media Group that it had provided its User Details to RP Data; and
 - (b). otherwise do not know, and cannot admit, the allegation.
- 104B. As to paragraph 104B of the SOC, the Respondents deny the allegation.

RP Data involvement in alleged misleading conduct by Forum Group

- 104C. As to paragraph 104C of the SOC, the Respondents:
- (a). deny the allegation in sub-paragraph (a) and say, further, that the Fair Usage Policy was not incorporated into the Forum Group Subscription Agreement;
 - (b). admit the allegation in sub-paragraphs (b) to (d);
 - (c). deny the allegation in sub-paragraph (e) and say that they repeat and rely on the matters pleaded in paragraphs 41A to 43(v) above; and
 - (d). do not know, and cannot admit, the allegation in sub-paragraph (g).
- 104D. As to paragraph 104D of the SOC, the Respondents:
- (a). admit the allegation of fact in sub-paragraph (a);

- (b). do not know, and cannot admit, the allegation of fact in sub-paragraph (b); and
 - (c). otherwise deny the allegations.
105. As to paragraph 105 of the SOC, the Respondents:
- (a). admit the allegations of fact in sub-paragraphs (a);
 - (b). do not know, and cannot admit, the allegation in sub-paragraph (b);
 - (c). deny the allegations in sub-paragraphs (c) and (d) and thereby deny the whole of the allegation; and
 - (d). say, further, that being “implicated in” or having “practical connection with” an alleged contravention of s 18 of the *ACL* did not, on a proper construction of s 2 of the *ACL*, make RP Data involved with any such contravention.
- 105A. As to paragraph 105A of the SOC, the Respondents deny the allegation.
106. As to paragraph 106 of the SOC, the Respondents do not know, and cannot admit, the allegations.
- 106A. As to paragraph 106A of the SOC, the Respondents do not know, and cannot admit, the allegations.

Alleged misleading or deceptive conduct of SkillTech

107. As to paragraph 107 of the SOC, the Respondents do not know, and cannot admit, the allegation.
108. As to paragraph 108 of the SOC, the Respondents:
- (a). do not know, and cannot admit, the allegation;
 - (b). say if, which is not admitted, the SkillTech Subscription Representation was made, they admit it would have been made in trade or commerce.
109. As to paragraph 109 of the SOC, the Respondents do not know, and cannot admit, the allegation.
110. As to paragraph 110 of the SOC, the Respondents:
- (a). admit the allegations of fact in sub-paragraphs (a) to (c); and
 - (b). otherwise do not know, and cannot admit, the allegation.
- 110A. As to paragraph 110A of the SOC, the Respondents do not know, and cannot admit, the allegation.
111. As to paragraph 111 of the SOC, the Respondents:
- (a). do not know, and cannot admit, the allegation insofar as it concerns SkillTech’s knowledge; and
 - (b). otherwise, deny the allegation.
- 111A. As to paragraph 111A of the SOC, the Respondents:

- (a). admit the allegation that SkillTech did not inform BCI Media Group that it had provided its User Details to RP Data or that RP Data was using the User Details; and
- (b). otherwise do not know, and cannot admit, the allegation.

111B. As to paragraph 111B of the SOC, the Respondents deny the allegation.

111C. As to paragraph 111C of the SOC, the Respondents:

- (a). do not know and cannot admit the allegation in sub-paragraph (a) insofar as it concerns the period prior to 15 January 2019;
- (b). otherwise admit the allegation in sub-paragraph (a);
- (c). admit the allegations in sub-paragraphs (b) to (d);
- (d). deny the allegation in sub-paragraph (e) and say that:
 - (i). they repeat and rely on the matters pleaded in paragraphs 41A to 43(v) above;
 - (ii). the User Details for the SkillTech Subscription Agreement were only used by RP Data between the period between in or about September 2017 and September 2018;
- (e). admit the allegation in sub-paragraph (f); and
- (f). do not know, and cannot admit, the allegation in sub-paragraph (g).

112. As to paragraph 112 of the SOC, the Respondents:

- (a). admit the allegation of fact in sub-paragraph (a);
- (b). do not know, and cannot admit, the allegation of fact in sub-paragraph (b); and
- (c). otherwise deny the allegations.

112A. As to paragraph 112A of the SOC, the Respondents:

- (a). admit the allegations of fact in sub-paragraphs (a);
- (b). do not know, and cannot admit, the allegation in sub-paragraph (b);
- (c). deny the allegations in sub-paragraphs (c) and (d) and thereby deny the whole of the allegation; and
- (d). say, further, that being “implicated in” or having “practical connection with” an alleged contravention of s 18 of the *ACL* did not, on a proper construction of s 2 of the *ACL*, make RP Data involved with any such contravention.

112B. As to paragraph 112B of the SOC, the Respondents deny the allegation.

113. As to paragraph 113 of the SOC, the Respondents do not know, and cannot admit, the allegations.

113A. As to paragraph 113A of the SOC, the Respondents do not know, and cannot admit, the allegations.

Alleged misleading and deceptive conduct by Gingold

114. As to paragraph 114 of the SOC, the Respondents do not know, and cannot admit, the allegation.

115. As to paragraph 115 of the SOC, the Respondents:

- (a). do not know, and cannot admit, the allegation;
- (b). say if, which is not admitted, the Gingold Subscription Representation was made, they admit it would have been made in trade or commerce.

116. As to paragraph 116 of the SOC, the Respondents do not know, and cannot admit, the allegation.

117. As to paragraph 117 of the SOC, the Respondents do not know, and cannot admit, the allegations.

117A. As to paragraph 117A of the SOC, the Respondents do not know, and cannot admit, the allegation.

118. As to paragraph 118 of the SOC, the Respondents:

- (a). do not know, and cannot admit, in sub-paragraphs (a) to (c); and
- (b). otherwise deny the allegations.

118A. As to paragraph 118A of the SOC, the Respondents:

- (a). admit the allegation that Gingold did not inform BCI Media Group that it had provided its User Details to RP Data or that RP Data was using the User Details; and
- (b). otherwise do not know, and cannot admit, the allegation.

118B. As to paragraph 118B of the SOC, the Respondents deny the allegation.

118C. As to paragraph 118C of the SOC, the Respondents:

- (a). admit the allegation in sub-paragraph (a) to (d);
- (b). deny the allegation in sub-paragraph (e) and say that they repeat and rely on the matters pleaded in paragraphs 41A to 43(v) above;
- (c). admit the allegation in sub-paragraph (f); and
- (d). do not know, and cannot admit, the allegation in sub-paragraph (g).

119. As to paragraph 119 of the SOC, the Respondents:

- (a). admit the allegation of fact in sub-paragraph (a);
- (b). do not know, and cannot admit, the allegation of fact in sub-paragraph (b); and

- (a). deny the allegations in sub-paragraphs (c) and (d) and thereby deny the whole of the allegation.

119A. As to paragraph 119A of the SOC, the Respondents:

- (b). admit the allegations of fact in sub-paragraphs (a);
- (c). do not know, and cannot admit, the allegation of fact in sub-paragraph (b);
- (d). deny the allegations in sub-paragraphs (c) and (d) and thereby deny the whole of the allegation; and
- (e). say, further, that being “implicated in” or having “practical connection with” an alleged contravention of s 18 of the *ACL* did not, on a proper construction of s 2 of the *ACL*, make RP Data involved with any such contravention.

119B. As to paragraph 119B of the SOC, the Respondents deny the allegation.

120. As to paragraph 120 of the SOC, the Respondents do not know, and cannot admit, the allegations.

120A. As to paragraph 120A of the SOC, the Respondents do not know, and cannot admit, the allegations.

Alleged legitimate subscriber representations

121. As to paragraph 121 of the SOC, the Respondents deny the allegations.

122. As to paragraph 122 of the SOC, the Respondents:

- (a). admit the allegations of fact in sub-paragraphs (a) to (c);
- (b). deny the allegation in sub-paragraph (d) and say, further, that RP Data was not party to any subscription agreement; and
- (c). otherwise deny the allegations and say, further, that the Legitimate Subscriber Representations were not made.

123. As to paragraph 123 of the SOC, the Respondents do not know, and cannot admit, the allegations.

Alleged third party representations

124. As to paragraph 124 of the SOC, the Respondents:

- (a). say that the allegation is inadequately pleaded and particularized; and
- (b). thereby, do not know, and cannot admit, the allegation.

124A. As to paragraph 124A of the SOC, the Respondents deny the allegation and say, further, that Cordell was not, and is not, trading was, thereby, incapable of making any representations whether in trade or commerce or otherwise.

125. As to paragraph 125 of the SOC, the Respondents deny the allegation.

126. As to paragraph 126 of the SOC, the Respondents deny the allegation.

126A. As to paragraph 126A of the SOC, the Respondents deny the allegation.

- 126B. As to paragraph 126B of the SOC, the Respondents deny the allegation.
127. As to paragraph 127 of the SOC, the Respondents do not know, and cannot admit, the allegations.
- 127A. As to paragraph 127A of the SOC, the Respondents do not know, and cannot admit, the allegations.
- 127B. As to paragraph 127B of the SOC, the Respondents do not know, and cannot admit, the allegations.
- 127C. As to paragraph 127C of the SOC, the Respondents do not know, and cannot admit, the allegations.
- 127D. As to paragraph 127D of the SOC, the Respondents:
- (a). deny the allegation in sub-paragraph (a) and say that they repeat and rely on the matters pleaded in paragraphs 41A to 41C and 42 to 42C above; and
 - (b). deny the allegations in sub-paragraph (b) and say that they repeat and rely on the matters pleaded in paragraphs 43 to 43(v) above.
128. As to paragraph 128 of the SOC, the Respondents do not know, and cannot admit, the allegations.
- 128A. As to paragraph 128A of the SOC, the Respondents ~~do not know, and cannot admit,~~ deny the allegations.
- 128B. As to paragraph 128B of the SOC, the Respondents ~~do not know, and cannot admit,~~ deny the allegations.

Relief

129. As to paragraph 129 of the SOC, the Respondents do not plead to the paragraph because it does not contain any allegation to which it is required to respond.
130. As to paragraph 130 of the SOC, the Respondents do not plead to the paragraph because it does not contain any allegation to which it is required to respond.
131. As to paragraph 131 of the SOC, the Respondents do not plead to the paragraph because it does not contain any allegation to which it is required to respond.
132. As to paragraph 132 of the SOC, the Respondents deny the allegation and say that:
- (a). there are no reproductions of the BCI Works;
 - (b). the BCI Works (and each of them) are not protected by copyright; and
 - (c). in the premises of the matters pleaded in sub-paragraphs (a) and (b), s 116 of the *Copyright Act 1986* (Cth) has no application.
133. As to paragraph 133 of the SOC, the Respondents deny the allegation and say that they repeat and rely on the matters pleaded in the immediately preceding paragraph.
134. As to paragraph 134 of the SOC, the Respondents deny the allegation and say, further, that:

- (a). the alleged acts of infringement did not occur; and
 - (b). RP Data did not know, and does not now know, that:
 - (i). copyright subsists in any of the BCI Works; and
 - (ii). it infringed any copyright in the BCI Works.
- 134A. As to paragraph 134A of the SOC, the Respondents deny the allegation and say, further, that:
- (a). they repeat and rely on the matters pleaded in the immediately preceding paragraph; and
 - (b). to the extent the alleged acts of infringement did occur (which is denied), it was RP Data, and not Cordell, which committed those acts of infringement.
- 134B. As to paragraph 134B of the SOC, the Respondents deny the allegation and say, further, that:
- (a). they repeat and rely on the matters pleaded in paragraph 134 above;
 - (b). to the extent the alleged acts of infringement did occur (which is denied), it was RP Data, and not CoreLogic Australia or CoreLogic Inc, which committed those acts of infringement.
135. As to paragraph 135 of the SOC, the Respondents deny the allegation and say, further, that:
- (a). they repeat and rely on the matters pleaded in paragraph 134 above; and
 - (b). to the extent the alleged acts of infringement did occur (which is denied), in the premises of the matters pleaded above, it is not proper to make any award of damages under s 115(4) of the *Copyright Act 1968 (Cth)*.
136. As to paragraph 136 of the SOC, the Respondents deny the allegation.

Date: 14 October 2025

This amended pleading was prepared by Dale Cliff, solicitor for the respondents, and settled by Mr M D Martin KC and Mr J P Hastie of counsel.

Certificate of lawyer

I Dale Cliff certify to the Court that, in relation to the defence filed on behalf of the Respondent, the factual and legal material available to me at present provides a proper basis for:

- (a) each allegation in the pleading; and
- (b) each denial in the pleading; and
- (c) each non admission in the pleading.

Date: 14 October 2025

A handwritten signature in cursive script that reads "Dale Cliff". The signature is written in black ink and is positioned above a horizontal dotted line.

Signed by Dale Cliff

Lawyer for the Respondents