

Product Terms

eCompanies

Currency

These eCompanies Product Terms are current from 1 July 2026.

1. Agreement

- 1.1 These 'Product Terms' contain the terms and conditions that govern your access to and use of the eCompanies Services and is made between InfoTrack (**InfoTrack, we, us or our**) and you or the entity you represent (**Client, You or Your**) and comprises the InfoTrack End User Terms set out at <https://infotrack.com.au/legal/EndUserTerms> (**End User Terms**) and the terms and conditions set out in these Product Terms (together, the **Agreement**).
- 1.2 Where there is any inconsistency between these Product Terms and the End User Terms, the terms and conditions of the Product Terms shall prevail to the extent of the inconsistency.
- 1.3 This Agreement will commence on the earlier of:
 - (a) when You click "I Accept", "Submit", check box or similar button presented with this Agreement;
 - (b) when You first use the eCompanies Services;(**Commencement Date**) and will continue until it expires or is terminated.
- 1.4 If You do not agree to this Agreement, do not use the eCompanies Services.
- 1.5 You represent to us that You are lawfully able to enter into this Agreement and You have legal authority to bind the organisation or entity You represent (such as the company You work for).

2. eCompanies Services

- 2.1 **eCompanies Services:** the eCompanies Services comprise the InfoTrack Products and the Registration Applications, which may be accessed via the eCompanies Platform (together the **eCompanies Services**).
- 2.2 **InfoTrack Products:** the InfoTrack Products are supplied and licensed directly to You by InfoTrack in accordance with this Agreement and are set out at [Schedule 1](#).
- 2.3 **Registration Applications:** the Registration Applications that are supplied and/or licensed to You by Third Party Suppliers are set out at [Schedule 2](#).

3. Registration Applications

- 3.1 **Third Party Terms:** when You order eCompanies Services that incorporate Registration Applications, in addition to clause 3 (Third Party Products) of the End User Terms, You acknowledge and agree that:
 - (a) some Registration Applications are referred or brokered to You via the eCompanies Platform and provided or licensed directly to You by a Third Party Supplier;
 - (b) some Registration Applications are provided to You by InfoTrack on behalf of a Third Party Supplier;
 - (c) We act on behalf of and as agent for each Third Party Supplier to:
 - (i) accept Your order and payment for the Registration Applications; and
 - (ii) enter into the Third Party Terms,
for the benefit of the Third Party Supplier;
 - (d) We also enter into the Third Party Terms for our own benefit and, as between You and InfoTrack, We may enforce the Third Party Terms;

- (e) You appoint Us as Your broker and agent to act on Your behalf for the purposes of ordering Registration Applications, submitting End User Information, (where applicable) entering into the Third Party Terms with Third Party Suppliers and remitting payment to the Third Party Supplier on Your behalf;
- (f) Registration Applications are subject to Third Party Terms either set out at Schedule 2 or agreed directly between You and the Third Party Supplier and, where applicable, You agree a separate contract comprising the Third Party Terms is formed between You and the Third Party Supplier for Your use of and access to the Registration Applications;
- (g) InfoTrack incurs and pays Authority Fees to Third Party Suppliers in its capacity as a paying agent on Your behalf and may invoice You for such Authority Fees. Where You pay the Authority Fee to InfoTrack in advance, We hold the Authority Fee on bare trust for the benefit of the Third Party Supplier and will remit the Authority Fee to the Third Party Supplier on Your behalf;
- (h) Your legal rights and remedies in connection with the provision of the Registration Applications You order through the eCompanies Platform are against the Third Party Supplier and, except to the extent a Loss or Claim is directly caused by Our breach of this Agreement or Our negligence, are not against Us. Except to the extent directly caused by Our breach of this Agreement or Our negligence, if any Third Party Supplier is unable to provide the Registration Application for which You have contracted either at all, or to the requisite standard, Your remedies are against that Third Party Supplier and not against Us; and
- (i) We may receive a commission, financial incentive, marketing affiliate fee or similar from Third Party Suppliers when You order a Registration Application through Us.

4. End User Information

- 4.1 You are responsible for providing true, accurate and correct information about Yourself and any proposed company officeholders and shareholders, including Your contact details and Personal Information relating to any proposed company officeholders, shareholders or other business contact information (collectively, **End User Information**).
- 4.2 By submitting the End User Information to Us, You:
 - (a) grant Us a non-exclusive, royalty-free, transferable licence to collect, use and disclose the End User Information in order to provide the eCompanies Services to You, and for the purposes set out in our Privacy Policy; and
 - (b) authorise InfoTrack to disclose the End User Information to Third Party Suppliers, InfoTrack's Affiliates and subcontractors for the limited purposes of providing the eCompanies Services to You.

5. Declarations and Acknowledgements

- 5.1 **Declarations:** You attest and declare that:
 - (a) the Registration Applications have been prepared on the basis of the information and documents supplied by the applicant company;
 - (b) You have obtained a written declaration from the applicant company that the information contained in the Registration Applications is true, accurate, correct, current, complete and not misleading;
 - (c) You are authorised by the applicant company to submit the Registration Applications to InfoTrack and all applicable agencies and providers, including ASIC, the Australian Taxation Office and the Australian Business Register (each an **Agency**); and
 - (d) You have obtained the written consent from all proposed company officeholders and shareholders to provide their Personal Information to InfoTrack and all applicable Agencies and providers for the purposes of processing the Registration Applications, and You will provide the original copies of all written consents and declarations to the company after the company becomes registered.
- 5.2 **Acknowledgements:** You acknowledge and agree that:
 - (a) InfoTrack is not acting as Your agent or Tax Agent in relation to the submission of Your Registration Applications;

- (b) InfoTrack merely facilitates Your submission of the Registration Applications to the relevant Agency 'as is' and without review. You are responsible for completing and submitting the Registration Application forms on behalf of the applicant company;
- (c) InfoTrack does not provide any 'Tax Agent Services', 'registered office services', 'resident director services', legal, financial, taxation, accounting or other professional advisory services by providing You the eCompanies Services. You should consider whether the eCompanies Services are appropriate for Your needs and seek professional advice where appropriate; and
- (d) You are solely responsible for ensuring, and must satisfy Yourself, that the eCompanies Services meet Your needs.

6. Definitions

6.1 In these Product Terms, capitalised terms have the meaning given in the End User Terms unless defined below:

eCompanies Platform means the online platform made available by InfoTrack through which You may order and access the eCompanies Services.

eCompanies Services has the meaning given in clause 2.1.

End User Information has the meaning given in clause 4.

InfoTrack Product means those eCompanies Services set out at [Schedule 1](#) that are supplied and licensed to You directly by InfoTrack under this Agreement, and does not include the Registration Applications.

Registration Application means the registration applications, applications for services, documents or other materials of any nature that are either: (a) submitted by You from the Third Party Supplier on a referral or broker basis via the eCompanies Platform; or (b) ordered by You via the eCompanies Platform and acquired by InfoTrack on Your behalf in accordance with this Agreement, as set out at [Schedule 2](#).

SCHEDULE 1 InfoTrack Products

1. InfoTrack Products

- 1.1 The following products and services are provided directly by InfoTrack:
- (a) Company Document Pack, which may include soft copies of a Shareholder Agreement, Company Constitution, Replaceable Rules, minutes book templates, register of company officers and Share Certificate;
 - (b) Trust Documents, which may include unit trust, discretionary trust and bare trusts;
 - (c) SMSF: Self-Managed Super Fund Trust Deed;
 - (d) Printing Services: printed copy of the Company Document Pack, presented in a folder; and
 - (e) Company Seal: a self-inking company seal.

SCHEDULE 2 Registration Applications

1. Third Party Terms

1.1 Registration Applications are subject to the following Third Party Terms:

Registration Application	Third Party Supplier	Third Party Terms
Company Registration and name reservations via ASIC	ASIC Edge	https://asic.gov.au/online-services/electronic-lodgement-protocol/ https://asic.gov.au/privacy/
Business Registrations: including Company Registration name reservations, ABN, Business names, GST, PAYG, FBT, LCT, FTC & WET	Business Registration Service via the Australian Business Register and Australian Taxation Office (business.gov.au)	https://register.business.gov.au/notices/legal/ You agree to provide true and correct information in Your application and that You have read and understood the ABR notices, privacy statement and conditions before applying for an ABN. For each false or misleading statement made in an ABN application, a penalty may apply. The ABR will validate End User Information with other agencies. Once You have an ABN, You must update it within 28 days of any change and cancel it if You are no longer carrying on an enterprise.
Domain Registration	TPP	https://www.tppwholesale.com.au/terms-and-conditions/
Web Hosting	Weebly	https://www.weebly.com/au/terms-of-service