

InfoTrack End User Terms

Our Contract Model

Our contract model comprises three key components:



Our Terms

1. **End User Terms:** this Agreement spans our entire relationship with you and governs your use of all InfoTrack Products and the InfoTrack Platforms.
2. **End User Product Terms:** this Agreement applies to your use of specific products and services, and applies in addition to the InfoTrack End User Terms. Not all products or services will have special product terms, so check the table of contents for your product.
3. **Third Party Terms:** this Agreement is required by our Third Party Suppliers in respect of your use of Third Party Products, and applies in addition to the InfoTrack End User Terms. Examples include terms required by the Land Titles Office and other authorities. Not all products or services will have Third Party Terms, so check the table of contents for your product.

Global Flexibility

We've included **Country Specific Terms** so you only need one set of terms with us, no matter where you're located.

Currency

These InfoTrack End User Terms are current from 1 July 2026.



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Our Agreement

1. Agreement

- 1.1 This **End User Licence Agreement** is between **InfoTrack (InfoTrack, We, Us or Our)** and you (**You or Your**) and governs Your access to and use of the InfoTrack Platforms and InfoTrack Products. It comprises the following parts:
- (a) these End User Licence Agreement provisions;
 - (b) any special End User Product Terms applicable to InfoTrack Products accessed or used by You; and
 - (c) any Third Party Terms applicable to InfoTrack Products accessed or used by You, (together, this **Agreement**).
- 1.2 If there is any inconsistency between the documents listed above, the documents listed later will prevail to the extent of the inconsistency, except to the extent any of the provisions in this Agreement are declared to be an unfair contract term under applicable Consumer Law or are otherwise illegal, unenforceable or invalid.
- 1.3 This Agreement commences on the earlier of:
- (a) when You click an “I Accept” button or check box presented with this Agreement; or
 - (b) when You first use the InfoTrack Platforms or InfoTrack Products,
- (**Commencement Date**) and will continue until they expire or are terminated (**Term**).
- 1.4 If You do not agree to this Agreement, do not use the InfoTrack Platforms or InfoTrack Products.
- 1.5 You represent that You are lawfully able to enter into this Agreement in Your personal capacity, and not on behalf of any other person.

2. Country-Specific Terms

- 2.1 Country-specific terms and amendments to this Agreement are listed in the table in Schedule 1 and will apply to Your access to and use of InfoTrack Platforms and InfoTrack Products. The applicable Country-specific terms are determined by reference to the location of the InfoTrack entity with whom you entered into this Agreement (and that supplies You with access to the InfoTrack Platforms and/or InfoTrack Products).

3. Third Party Products

- 3.1 Some InfoTrack Products incorporate or are a compilation of Third Party Products supplied by Third Party Suppliers, and are subject to Third Party Terms.
- 3.2 For each order for Third Party Products You place through the InfoTrack Platform:
- (a) a separate contract is formed between You and the applicable Third Party Supplier comprising these End User Terms (as applicable), Third Party Terms, and the order (**Supplier Contract**);
 - (b) InfoTrack enters into the Supplier Contract with You as agent for You and the Third Party Supplier for the benefit of InfoTrack, You and the Third Party Supplier, and holds the benefit of the Supplier Contract as trustee for You and Third Party Supplier;
 - (c) Your legal rights and remedies for any Loss or Claims suffered by You in connection with the Third Party Products are against the Third Party Supplier and are not against InfoTrack, except to the extent such Loss or Claim cannot be excluded by Law or is directly caused by InfoTrack’s breach of a Supplier Contract or InfoTrack’s negligent, wilful, criminal or fraudulent act or omission.
- 3.3 You appoint InfoTrack as your agent to act on Your behalf for the purposes of:
- (a) submitting Your orders for Third Party Products to the applicable Third Party Supplier;
 - (b) delivering the Third Party Products to You on behalf of the Third Party Supplier;
 - (c) entering into the Supplier Contract with the Third Party Supplier on Your behalf as specified in Clause 3.2(b); and
 - (d) taking payment for the Third Party Products from You on trust for the benefit of the Third Party Supplier and remitting payment to the Third Party Supplier on Your behalf.
- 3.4 You acknowledge and agree that:
- (a) InfoTrack incurs Authority Fees in its capacity as a paying agent on Your behalf and may invoice You for those Authority Fees (where applicable);
 - (b) InfoTrack may charge You a Service Fee for acting as your agent; and
 - (c) You authorise InfoTrack, as Your agent, to do everything reasonably necessary for it to carry out its obligations under clause 3.3.



Getting Started

4. Access, Licence, and Restrictions

- 4.1 **Access:** InfoTrack will provide access to the InfoTrack Platforms to enable You to order and access InfoTrack Products via the InfoTrack Platform for the duration of the Term.
- 4.2 **Delivery:** InfoTrack Products will be supplied to You either:
- by InfoTrack via the InfoTrack Platform and/or via email; or
 - directly to You by the Third Party Supplier.
- 4.3 **Grant of Licence:** Subject to the restrictions set out in Clause 4.6 InfoTrack grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the InfoTrack Platform and InfoTrack Products for Your personal and non-commercial use in accordance with this Agreement.
- 4.4 **Duration of Licence:** the licence granted under clause 4.3 ends on the earlier of completion of the Permitted Purpose and termination or expiry of this Agreement.
- 4.5 **Use:** You must:
- will only use and access the InfoTrack Platforms and InfoTrack Products for the Permitted Purpose(s), in compliance with this Agreement and in accordance with all applicable Laws.
 - will restrict access to any InfoTrack Platforms and InfoTrack Products solely to Yourself.
 - are responsible and remain fully liable for Your acts and omissions in connection with this Agreement.
- 4.6 **Restrictions:** Except as expressly permitted under this Agreement, You must not (nor attempt to, nor permit any third party to):
- Permitted Purpose:** use the InfoTrack Platform or InfoTrack Products for any purposes other than the Permitted Purpose;
 - No Third Party Benefit:** use the InfoTrack Products on behalf of or for the benefit of any third party;
 - User Credentials:** share any User Credentials (where applicable) or otherwise enable unlawful access to the InfoTrack Platform or InfoTrack Materials by any other person (whether simultaneously or independent of You);
 - Disclaimers:** remove, alter or deface any registered or unregistered trademark, logo, copyright notices, disclaimers or other proprietary notice appearing on or in the InfoTrack Platform or InfoTrack Products;
 - Misuse and Damage:** interfere, damage, alter, misuse or gain unauthorised access to the InfoTrack Platforms or InfoTrack Materials or otherwise interfere with the ability of any other user of the InfoTrack Platform to use the InfoTrack Products;
 - Scraping:** data mine, scrape, crawl, aggregate, copy, extract or attempt to harvest (whether by any automated process, 'brute force attack' or otherwise) the InfoTrack Platforms or InfoTrack Materials for any purpose, including setting up or adding to a database;
 - Reverse Engineer:** decompile, disassemble, translate, replicate or otherwise reverse engineer any part of the InfoTrack Platforms or InfoTrack Materials;
 - No Transfer:** sublicense, sell, resell, commercialise, assign or transfer any right, title or interest (including any Intellectual Property Rights) in the InfoTrack Materials to any person;
 - Copyright:** copy, reproduce, publish, disclose, distribute, display, alter, modify or adapt the InfoTrack Materials or create a derivative work by combining the InfoTrack Materials (in whole or in part) with other materials to create a new work;
 - Competition:** use the InfoTrack Materials or InfoTrack Platforms in any way that competes with InfoTrack's business or the InfoTrack Products offered by InfoTrack;
 - Misuse:** use the InfoTrack Materials or InfoTrack Platform in any way that would or may:
 - constitute a misuse of any person's Confidential Information or infringe upon any person's rights (including Intellectual Property Rights);
 - breach any Laws or otherwise amount to a use or disclosure for unlawful purposes;
 - damage the reputation or goodwill of InfoTrack or otherwise be misleading, deceptive or defamatory; or
 - be intended to avoid incurring Fees or minimise the applicable Fees payable.
- 4.7 Unless expressly offered within the Product Terms, You must not store documents in the InfoTrack Platforms. The InfoTrack Platform does not offer document storage services or cloud storage services or any form of digital storage. All documents sourced by us on Your behalf should be downloaded by You and stored securely on a platform that provides document storage.
- 4.8 InfoTrack may monitor Your use of the InfoTrack Platforms and InfoTrack Products.

5. Provision Of Services

- 5.1 **Delivery:** InfoTrack will deliver the InfoTrack Products via the InfoTrack Platforms.
- 5.2 **InfoTrack Obligations:** InfoTrack will use reasonable commercial endeavours to provide access to the InfoTrack Platforms and InfoTrack Products:
- in a professional, competent, timely and responsible manner;



- (b) in compliance with this Agreement; and
- (c) in compliance with all Laws that apply to the InfoTrack Platforms and InfoTrack Products supplied under this Agreement.

5.3 **Affiliates:** InfoTrack may:

- (a) provide the InfoTrack Platforms and InfoTrack Products through any InfoTrack Affiliate; and
 - (b) disclose Your Information to its Affiliates in connection with this Agreement,
- provided that InfoTrack remains solely liable and responsible for the acts or omissions of any such Affiliate performing services in connection with this Agreement. For the purposes of this clause, any references to InfoTrack in this Agreement are read as references to InfoTrack and any relevant InfoTrack Affiliate.

Rights & Obligations

6. Service Variations

6.1 InfoTrack may, at any time:

- (a) modify the method of supply and delivery of, or access to, the InfoTrack Products;
- (b) change, suspend, or stop providing any feature or functionality of the InfoTrack Platforms or InfoTrack Products to reflect changes in law or regulatory requirements, to make minor technical adjustments and improvements, or to update the InfoTrack Products (provided they continue to match the description InfoTrack gave You);
- (c) vary this Agreement (including any Third Party Terms) by giving You reasonable notice on the InfoTrack Platforms or by email, setting out the change and when it takes effect;
- (d) make temporarily unavailable or otherwise suspend access to the InfoTrack Platform or InfoTrack Products where reasonably necessary for: scheduled or emergency maintenance, system updates, other upgrades, or any other changes to the InfoTrack Platforms and/or InfoTrack Products.

6.2 If a variation to this Agreement under clause 6.1(c) materially and adversely affects You, You may stop using the InfoTrack Platforms and InfoTrack Products and end this Agreement at any time. Where You have paid in advance for an InfoTrack Product You have not yet received, InfoTrack will refund the amount paid for the part not provided. This clause does not affect Your statutory rights.

6.3 **Reservation of Rights:** InfoTrack may, at any time during the Term:

- (a) store any and all non-personal data using cloud storage technology, at InfoTrack's discretion; and
- (b) gather analytics in relation to any and all activity on the InfoTrack Platforms, use of the InfoTrack Products and Your Information for internal purposes (subject to clauses 18 and 19), including for purposes such as billing, gauging interest and identifying usage patterns.

7. Your Information

7.1 You are responsible for providing true, accurate and correct information about Yourself including Your contact details and Personal Information (collectively, **Your Information**) reasonably required to enable InfoTrack to provide the InfoTrack Platform and InfoTrack Products.

7.2 InfoTrack must not use Your Information for any other purpose without Your prior written consent, or as otherwise permitted under our Privacy Policy or applicable Privacy Laws.

7.3 By submitting Your Information to Us, You:

- (a) grant us a non-exclusive, royalty-free, transferable licence to collect, use and disclose Your Information in order to provide access to the InfoTrack Platforms and InfoTrack Products to You, and for the purposes set out in our Privacy Policy; and
- (b) authorise InfoTrack to disclose Your Information to Third Party Suppliers, InfoTrack's Affiliates, Third Party Suppliers, and subcontractors for the limited purpose of providing access to the InfoTrack Platforms and InfoTrack Products to You.

8. Use Of AI In The InfoTrack Services

8.1 **Application:** The following additional terms apply where InfoTrack offers AI Services via the InfoTrack Platforms in connection with the InfoTrack Products You have ordered and access.

8.2 **AI Services:** The AI Services utilise artificial intelligence (AI) algorithms and technologies, including generative AI and may include, but are not limited to, access to Your Document Data, and answers to questions, that are generated through the InfoTrack Platforms. Additionally, AI Services may also include prompts and reminders regarding potential deadlines, due dates, and other requirements relating to legal or business practice (together, the **AI Services**).

8.3 **Consent to Use Document Data:** Both InfoTrack and You acknowledge and agree that:

- (a) documents, data and materials uploaded by You (**Document Data**) may be processed by AI as part of the AI Services from time to time. The AI Services data processing activities and functionality align with our products' primary uses. The use,



collection, and processing of any data is consistent with our core principles and requirements described in our Privacy Policy;

- (b) You are responsible for ensuring that You have all necessary rights and consents, including third party privacy consents (**Consents**), to enable You to provide the Document Data to InfoTrack and to permit InfoTrack to access and use the Document Data for the purpose of delivering the AI Services, and otherwise in accordance with this Agreement.
- 8.4 **Warranty:** You warrant that You own or otherwise have and will have the necessary rights and consents in and relating to Document Data (including, without limitation, Consents) so that, as received by InfoTrack and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights or any other rights of any third party or violate any applicable law.
- 8.5 **Responsibility:** if You fail to obtain or maintain the Consents, You are responsible for the direct and reasonable Loss InfoTrack suffers as a result, except to the extent that Loss is caused by InfoTrack's own negligence, breach of this Agreement, or failure to comply with its legal obligations. This does not affect Your statutory rights. InfoTrack is not a legal authority and has not advised You on the Consents required in Your jurisdiction.
- 8.6 **Disclaimers:** You acknowledge that:
- (a) the AI Services may not have been developed, designed, or approved by legal practitioners and services are not provided to You with any legal or professional opinion or endorsement of any kind. InfoTrack does not represent or warrant that any elements of the AI Services:
 - (i) comply with or reflect applicable Laws;
 - (ii) are suitable for Your particular use, objectives, or circumstances; or
 - (iii) are up to date or current.
 - (b) the AI Services do not constitute legal advice nor should they be relied upon as such by You. The AI Services should be reviewed by a qualified lawyer before being incorporated in, or relied on, in connection with any legal advice; and
 - (c) the AI Services may not be accurate or up-to-date and You are responsible for validating or ignoring the AI Services based on Your own professional skill, judgment and experience.

9. Your Acknowledgements and Obligations

- 9.1 InfoTrack is entitled to rely on Your Information as provided and has no obligation to verify its accuracy or completeness.
- 9.2 Your Obligations: You must:
- (a) provide InfoTrack with Your Information and sufficient written instructions as reasonably required to enable InfoTrack to provide the InfoTrack Platforms and InfoTrack Products;
 - (b) comply with any Third Party Terms;
 - (c) comply with this Agreement, (together, Your Obligations).
- 9.3 **Exclusion of liability:** InfoTrack is not liable for any failure to provide the InfoTrack Platforms or InfoTrack Products to the extent that such failure is due to Your failure to fulfil any of Your Obligations.

Fees & Payment

10. Fees

- 10.1 **Payment of Fees:** You must pay to InfoTrack all undisputed Fees in accordance with this Agreement.
- 10.2 **Payment Terms:** Where payment is required, You must pay for the InfoTrack Products ordered through the InfoTrack Platforms at the time of placing an order. If the order is fulfilled and a credit card payment fails, InfoTrack may:
- (a) attempt to retry a payment up to three times; and/or
 - (b) suspend Your access to the InfoTrack Products and InfoTrack Platforms until such amounts are received in full.
- 10.3 **Payment by Credit Card:** Where applicable, InfoTrack may charge a reasonable transaction fee where You pay by credit card, where permitted, which will be displayed at point of sale. InfoTrack, in its sole discretion, may elect to waive the transaction fee where You pay by direct debit.
- 10.4 **Third Party Suppliers:** Third Party Products are sourced from Third Party Suppliers and are subject to the Third Party Terms and the Authority Fees. InfoTrack does not have any ability to control the Authority Fees charged by Third Party Suppliers, or any changes to those Authority Fees. In order to continue providing the Third Party Products, InfoTrack may be required to amend, from time to time, the Fees in order to reflect changes made to the Authority Fees, as set by the Third Party Suppliers.
- 10.5 **Authority Fee Increases:** Noting clause 10.4, InfoTrack may increase the Fees at any time solely as necessary to pass through and take into account any Authority Fee increases or additional charges imposed by its Third Party Suppliers. If InfoTrack is required to increase the Fees under this clause 10.5, we will use reasonable endeavours to provide You with reasonable advanced written notice of the new Fees payable for particular InfoTrack Products. However, this may not always be possible, such as where



Third Party Suppliers only provide InfoTrack with little (or no) notice of adjustments to the Authority Fees. The adjusted Fees will also be present at the point of sale before completion of Your order

- 10.6 **Fee Changes:** InfoTrack may increase the Fees as reasonably determined by InfoTrack without providing advanced notice. The adjusted Fees will be notified on the InfoTrack Platform and also presented at the point of sale before completion of Your order.
- 10.7 **Cancelled Orders:** InfoTrack may retain or charge the Fees where an order for the InfoTrack Product is cancelled, or the search result is NIL where InfoTrack has reasonably incurred costs, charges or other fees charged by a Third Party Supplier. Any refund is assessed based on its own merits and requires the relevant Third Party Supplier to refund the applicable fees.

11. Taxes:

- 11.1 Please see our Country-specific terms for the applicable Territory at Schedule 1.

Risk & Liability

12. Warranties, Acknowledgements, And Exclusions

12.1 **InfoTrack Warranties:** InfoTrack warrants that:

- (a) it will not knowingly introduce any errors, faults or other imperfections to the InfoTrack Platforms or InfoTrack Products;
- (b) the supply of the InfoTrack Platforms and InfoTrack Products by InfoTrack
 - (i) is not contrary to any applicable Laws as they relate to InfoTrack; and
 - (ii) will not infringe the copyright of any third party.

12.2 **Your Warranties:** You warrant that:

- (a) You will at all times use the InfoTrack Platforms and InfoTrack Products in compliance with this Agreement and all applicable Laws;
- (b) You will not use the InfoTrack Products for any fraudulent, criminal or other illegitimate purposes;
- (c) You have the legal authority and necessary consents to provide Your Information to us;
- (d) Your Information is true, accurate, current, complete and not misleading;
- (e) InfoTrack's use of Your Information in accordance with this Agreement will not infringe the copyright or other Intellectual Property Rights of any third party; and
- (f) InfoTrack's use of Your Information in accordance with this Agreement will not infringe any applicable Laws.

12.3 **Acknowledgements:** You acknowledge that:

- (a) InfoTrack provides the InfoTrack Platforms and InfoTrack Products with reasonable care and skill. InfoTrack does not promise that they will be uninterrupted or error free, or that the InfoTrack Products (including any sourced from Third Party Suppliers) will be accurate, complete, current, or fit for any particular purpose You have in mind. This does not affect Your statutory rights, including any rights under applicable Consumer Law, which InfoTrack does not exclude or limit;
- (b) InfoTrack does not provide any legal, financial, taxation, accounting or other professional advisory services by providing You the InfoTrack Products. You should consider whether the InfoTrack Products are appropriate for Your needs and seek professional advice where appropriate;
- (c) access to the InfoTrack Products is made available to You subject to this Agreement;
- (d) You are solely responsible for ensuring, and must satisfy Yourself, that the InfoTrack Products meet Your needs; and
- (e) the InfoTrack Platforms or InfoTrack Products may include links, integrations, or connections to third party websites, applications, or other services. Such connections do not imply review or endorsement by us. You proceed at Your own risk to a third party website, application, or service.

12.4 **Remedies:** if InfoTrack breaches clause 12.1 or any term implied by law that cannot be excluded, InfoTrack will, to the extent permitted by law and without limiting any statutory remedy available to You, do one or more of the following:

- (a) using commercially reasonable efforts to modify, correct or provide access to the relevant InfoTrack Platforms and InfoTrack Products;
- (b) re-supplying the InfoTrack Products to You;
- (c) reimbursing to You the relevant Fees paid by You (where applicable) for the provision of the InfoTrack Products and/or
- (d) waiving payment of any Fees for the re-supply of the InfoTrack Products to You.

13. Indemnities

13.1 **Mutual Indemnities:** subject to clause 14 (Limitation of Liability), each Party (the **Indemnifying Party**) indemnifies the other Party and, in InfoTrack's case, its Affiliates and Third Party Suppliers (each an **Indemnified Party**) against third party Claims (including reasonable legal costs) the Indemnified Party reasonably incurs arising directly from:



- (a) the Indemnifying Party infringing a person's Intellectual Property Rights, or misusing a person's Confidential Information, in connection with this Agreement;
- (b) the Indemnifying Party's breach of clause 4 (Access, Licence, and Restrictions) or clause 17 (Intellectual Property);
- (c) any grossly negligent, wilful, criminal, or fraudulent act or omission of the Indemnifying Party in connection with this Agreement; or
- (d) any personal injury or death, or damage to tangible property, caused by the negligent acts or omissions of the Indemnifying Party in connection with this Agreement.

What You can be required to pay under this clause 13 is subject to clause 14 (Limitation of Liability), and certain of Your liabilities are uncapped in InfoTrack's favour under clause 14.2. Nothing in this clause requires You to indemnify InfoTrack for Loss to the extent it cannot be excluded under applicable Consumer Law.

14. Limitation Of Liability

- 14.1 **Liability Cap:** except as provided under clause 14.2, and subject to clauses 14.3, 14.4, and 14.5, and to the maximum extent permitted by Law, InfoTrack's maximum aggregate liability arising under or in connection with this Agreement (whether directly or indirectly, in equity, contract, tort, negligence, or otherwise) will not exceed the amount specified in Schedule 1 (**Liability Cap**). This cap applies both to each individual Claim and to the aggregate of all Claims and Losses arising under this Agreement.
- 14.2 **Uncapped Liabilities:** subject to clause 14.3, and to the maximum extent permitted by Law, nothing in this Agreement limits or excludes a Party's liability for any Claims or Losses:
- (a) arising from Your breach of clause 4.6 (the licence restrictions) or clause 17 (Intellectual Property);
 - (b) arising from any grossly negligent, wilful, criminal, or fraudulent act or omission of a Party or its Representatives;
 - (c) arising from the obligation to pay Fees; or
 - (d) that may not be limited or excluded under Law, including a Party's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, and Your rights under applicable Consumer Law, which this Agreement does not exclude or limit.
- 14.3 **General Exclusions:** notwithstanding any other term of this Agreement but subject to clause 14.2, InfoTrack has no liability for any Loss or Claim caused directly or indirectly by:
- (a) the failure by You to comply with any Laws applicable to You;
 - (b) Your inability to access or use the InfoTrack Platforms or InfoTrack Products for any reason not within InfoTrack's reasonable control;
 - (c) a failure by You to comply with Your Obligations under this Agreement;
 - (d) equipment, data, or Your Information supplied to InfoTrack by You or any third party not within InfoTrack's reasonable control;
 - (e) the Third Party Products, Third Party Suppliers, Third Party Supplier websites, or any linked or integrated third party websites, content, services, or applications; or
 - (f) a Force Majeure event.
- 14.4 **Consequential Loss:** to the maximum extent permitted by Law, neither Party will be liable to the other Party for any Consequential Loss arising out of or in connection with this Agreement (including under an indemnity), however arising. This clause does not apply to liability under clause 14.2, or to any liability that cannot be limited or excluded under applicable Consumer Law.
- 14.5 **Contributory Acts:** to the maximum extent permitted by Law, a Party's liability to the other Party in connection with this Agreement (including under an indemnity) will be reduced proportionately by the extent to which the acts or omissions of the other Party or any of its Affiliates caused or contributed to the relevant Loss or Claim.
- 14.6 **Mitigation:** each Party must take all reasonable steps to mitigate its Losses arising in connection with this Agreement (including under an indemnity).
- 14.7 **Survival of Clause:** this clause 14 is intended to survive the termination of this Agreement.

Relationship Governance

15. Termination

- 15.1 You may simply cease using InfoTrack at any time without the need to contact us or provide us with any formal notice.
- 15.2 InfoTrack may terminate or suspend Your access to the InfoTrack Platforms and InfoTrack Products, on reasonable notice where practicable, at any time and for any reason. Where you have paid in advance for the InfoTrack Products, InfoTrack will provide a pro rata refund for the unused portion of the licence term.



16. Consequences Of Termination

- 16.1 On termination or suspension of your access to the InfoTrack Platforms and InfoTrack Products:
- each licence granted by us in respect of InfoTrack Platforms and InfoTrack Products also terminates;
 - you must immediately cease accessing the InfoTrack Platforms, InfoTrack Products and all other InfoTrack Materials within your possession and control; and
 - we will securely and permanently delete Your Information, except to the extent we are required by Law to retain it, or have the right to retain it under any rights granted to us through our Privacy Policy.
- 16.2 **InfoTrack Obligations:** Upon termination or expiry of this Agreement, InfoTrack must:
- Supply any InfoTrack Product's ordered and paid for prior to the date of termination or expiry;
 - immediately cease using Your Information, and Document Data;
 - securely and permanently delete Your Information within a reasonable period after termination, except to the extent we are required by Law to retain it or have the right to retain it under any rights granted to us through our Privacy Policy or this Agreement.

Protecting IP & Information

17. Intellectual Property

- 17.1 **InfoTrack IP:** You acknowledge and agree that:
- all Rights, title and interests (including all Intellectual Property Rights) in or arising out of the InfoTrack Materials (including any Modifications made to the InfoTrack Materials) are owned by and will immediately and absolutely vest in, InfoTrack, its Affiliates or Third Party Suppliers on and from creation; and
 - the InfoTrack Platforms and InfoTrack Products are made available to You on a limited access basis, and except to the extent of any right expressly granted under this Agreement, You do not acquire any Right, title, interest or any Intellectual Property Rights to the InfoTrack Materials through this Agreement.
- 17.2 **Your Information:** InfoTrack acknowledges and agrees that You are and remain the sole and exclusive owner of all Rights, title and interests (including all Intellectual Property Rights) in Your Information.

18. Confidentiality

- 18.1 You agree to take reasonable precautions to protect our Confidential Information including any non-public information regarding features, functionality, and performance of the InfoTrack Platforms and the InfoTrack Products and our intellectual property and to comply with all lawful and reasonable directions given to You with respect to our proprietary information.
- 18.2 **Mutual Obligations:** Where You or Us (the **Recipient**) receive Confidential Information from the other Party in connection with Your access to or use of the InfoTrack Products or InfoTrack Platforms, the Recipient must:
- keep the Confidential Information strictly confidential;
 - not use, modify, reproduce or exploit the Confidential Information for any purpose other than as expressly permitted by this Agreement;
 - not disclose Confidential Information to any person other than as expressly permitted by this Agreement; and
 - establish and maintain security measures no less stringent than those it uses to protect its own Confidential Information to protect the Confidential Information in its possession or control from loss, theft, or unauthorised access, use, copying, modification, destruction, or disclosure.
- 18.3 You acknowledge and agree that our Confidential Information is commercially sensitive, proprietary and valuable to us and where damages are not available to us, or not an adequate remedy, we are entitled to seek injunctive relief as a remedy, in addition to any other remedies available to us at Law.
- 18.4 **Permitted use and disclosure:** Notwithstanding clause 18.1 and subject to clause 18.2 the Recipient may disclose Confidential Information to:
- its Representatives, limited to the extent necessary to perform the Recipient's obligations or exercise its rights under this Agreement;
 - to its professional advisors, to obtain legal or other professional advice in relation to matters arising under or in connection with this Agreement;
 - the extent required to comply with any Law, binding directive of a Regulator or a court order;
 - to the extent required to do so in connection with legal proceedings relating to this Agreement;
 - to the extent required under the listing rules of an applicable securities exchange or to facilitate an initial public offering or listing on that securities exchange;
 - or as otherwise agreed in writing by the Parties.



19. Privacy

- 19.1 **Privacy Policy:** In addition to this Agreement, our Privacy Policy sets out in detail how we process Your Personal Information that You disclose to us and is incorporated into this Agreement by reference.
- 19.2 **Compliance with Privacy Laws:** InfoTrack will comply with all Privacy Laws that apply to it in connection with Personal Information it processes under this Agreement.
- 19.3 You agree that we may use, disclose, store and maintain Your Information and other Personal Information according to our Privacy Policy and this Agreement, each as amended and notified to You from time to time.
- 19.4 During Your use of the InfoTrack Platforms and InfoTrack Products, we may collect information about how You use and interact with the InfoTrack Platforms and InfoTrack Products or Your ability to access and use the InfoTrack Platforms and InfoTrack Products.
- 19.5 **Receipt of Personal Information:** In relation to any Personal Information disclosed by or on behalf of You under this Agreement, we must:
- not collect, use, disclose, store, transfer or handle the Personal Information except in accordance with the Privacy Laws and strictly for the purpose of performing Our obligations and exercising Our rights under this Agreement, including the Permitted Purposes;
 - take all reasonable steps to ensure that the Personal Information is protected from misuse, Loss, unauthorised access, modification or disclosure;
 - take all reasonable steps to destroy or permanently de-identify the Personal Information upon the earlier of the expiry or termination of this Agreement or when it is no longer needed for a purpose connected with this Agreement; and
 - only use or disclose the Personal Information for a purpose connected with this Agreement or as permitted or required by Law.

20. Data Protection and Security

- 20.1 **User Credentials:** You acknowledge and agree that:
- InfoTrack may update the User Credentials from time to time in accordance with its security measures, protocols and procedures to protect the security or integrity of the InfoTrack Platform.
 - Security Standards:** InfoTrack maintains security controls for the systems it operates in connection with this Agreement that meet or exceed ISO 27001:2022 (or an equivalent or successor standard) and that protect Your Information from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access.
 - Your security:** You must keep Your User Credentials secure and confidential, and must not circumvent or interfere with, or scan or test the vulnerability of, the security of the InfoTrack Platforms.

General Details

21. General

- 21.1 **Force Majeure:** neither Party is liable for any failure or delay in performing its obligations under this Agreement if the failure or delay results from an event of Force Majeure, and the affected obligations will be suspended until the passing of that Force Majeure event.
- 21.2 **Notices:** You agree that any notices or other communications may be provided to You electronically via a notice on the InfoTrack Platforms or via the email address You have provided to us. Notice will be treated as received when the email is sent. You will provide notices under this Agreement to Us by sending an email to the Email Address set out in the Country-specific terms at Schedule 1.
- 21.3 **Severability:** If a provision of this Agreement or part of a provision of this Agreement is not enforceable for any reason such as illegality or invalidity, the provision or that part of the provision may be severed from this Agreement. The remainder of this Agreement remain enforceable.
- 21.4 **Entire Agreement:** this Agreement is the entire agreement between You and InfoTrack about Your access to and use of the InfoTrack Platforms and InfoTrack Products, and replaces any earlier terms on that subject. Nothing in this clause limits any liability for fraud or fraudulent misrepresentation.
- 21.5 **Variation:** No variation of this Agreement will be of any force or effect unless it is in writing and accepted by the Parties to this Agreement. In this regard, electronic acceptance such as by clicking "I agree" (or similar) upon notification of any variation to this Agreement will constitute acceptance.
- 21.6 **Waiver:** a failure or delay by either Party in exercising a right under this Agreement is not a waiver of that right, and a waiver is only effective if given in writing.
- 21.7 **Survival:** Any provision of this Agreement which is, by its nature, a continuing obligation will survive termination of this Agreement including 14 (Limitation of Liability), Clause 18 (Confidentiality), and Clause 19 (Privacy).



- 21.8 **Assignment:** InfoTrack may transfer its rights and obligations under this Agreement to another organisation. InfoTrack will tell You in writing if this happens and will ensure the transfer does not reduce Your rights under this Agreement. You may end this Agreement if You do not wish to continue with the new provider. You may only transfer Your rights or obligations with InfoTrack's written agreement.
- 21.9 **No agency or partnership:** except as expressly set out in clause 3 (Third Party Products), nothing in this Agreement makes either Party the agent, partner, or employee of the other.
- 21.10 **Governing Law:** Please see our Country-specific terms for the applicable Territory as set out at Schedule 1.

22. Definitions and Interpretations

22.1 Definitions:

The following definitions apply in this Agreement, unless context otherwise requires:

Affiliate has the meaning given in the Country-specific terms at Schedule 1.

AI Services has the meaning given under clause 8.

Authority Fee means the fees and charges payable by InfoTrack to Third Party Suppliers for Third Party Products.

Business Day has the meaning given in the Country-specific terms set out at Schedule 1.

Claim means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whatsoever arising and whether present or future, fixed or unascertained, actual or contingent whether arising in contract (including under an indemnity), tort (including negligence), statute, equity, at Law or otherwise.

Commencement Date has the meaning given to that term under Clause 1.3.

Confidential Information means any information (in any form) directly or indirectly disclosed by InfoTrack to You (regardless of whether identified as such or not) and includes:

- (a) any information that You know, or ought to know, is confidential to InfoTrack;
 - (b) InfoTrack's Intellectual Property Rights and any Intellectual Property Rights of Third Party Suppliers to InfoTrack (or their Affiliates); and
 - (c) trade secrets, know-how, specifications, inventions, processes or initiatives which are of a confidential nature;
 - (d) in relation to InfoTrack, the InfoTrack Materials;
 - (e) and in relation to You, Your Information;
- but does not include any information (other than Personal Information) to the extent which:
- (f) it is in, or becomes part of, the public domain other than through breach of this Agreement or an obligation of confidence owed to InfoTrack;
 - (g) You can prove by contemporaneous written documentation:
 - (i) it was already known to You at the time of disclosure by InfoTrack;
 - (ii) it was independently developed by You without reference to the Confidential Information of InfoTrack; or
 - (iii) You acquired it from a source other than InfoTrack, where such a source is entitled to disclose it on a non-confidential basis.

Consequential Loss means Losses that are special, indirect, incidental, punitive or consequential, including: loss of revenue, loss of profits or savings, loss of opportunity, loss or damage to or corruption of data, loss of goodwill, loss of reputation, whether arising in equity, for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise; and where such Losses may not reasonably be considered as arising naturally or directly from the event by which they are caused.

Consumer has the meaning given in the Country-specific terms at Schedule 1.

Consumer Law has the meaning given in the Country-specific terms at Schedule 1.

Consumer Guarantees has the meaning given in the Country-specific terms at Schedule 1.

Data Breach means the accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to:

- (a) where You are the Recipient, the InfoTrack Materials transmitted, stored or otherwise processed by You in connection with this Agreement; or
- (b) where InfoTrack is the Recipient, Your Information transmitted, stored or otherwise processed by InfoTrack in connection with this Agreement.

Discloser means the Party disclosing Confidential Information and/or Personal Information (as applicable) to the other Party (or its Representatives) in connection with this Agreement.

Document Data has the meaning given to that term under clause 8.3.

End User Product Terms means the productspecific terms set out on the InfoTrack Website applicable to any InfoTrack Products as identified in the relevant 'End User Product Terms'.



Fees means the fees charged by InfoTrack for the InfoTrack Products notified in the InfoTrack Platform (as varied from time to time in accordance with this Agreement) and includes the Authority Fees.

Force Majeure means any circumstances, acts or omissions beyond a Party's control including strikes or industrial disputes, acts of God, epidemics and pandemics, acts of government, declared states of emergency, refusal of licence, failures or outages of any utilities (including telecommunications and data communication equipment or services), denial of service attacks, fire, explosion, floods, cyclone, tsunami or other extreme weather events, aircraft unavailability or unavailability, war, terrorism or civil disturbance, or impossibility of obtaining material and/or data.

InfoTrack means the InfoTrack entity with whom You entered into this Agreement (and that supplies You with access to the InfoTrack Platform and/or InfoTrack Products) as set out in the Country-specific terms at Schedule 1

InfoTrack Materials means all materials, works, Rights and Intellectual Property Rights held, owned or licenced by InfoTrack or its Affiliates (current or future) in the usual course of business including any Third Party Product, InfoTrack Confidential Information, InfoTrack Products, documentation, and any metadata or aggregated machine learning results generated by InfoTrack in the operation of the InfoTrack Platforms or supply of the InfoTrack Products and any other material accessed by You in the use of the InfoTrack Products or InfoTrack Platforms, and includes all modifications to those materials.

InfoTrack Platform means the web-based online search platforms owned and hosted by InfoTrack and which may be accessed by You for the purposes of ordering InfoTrack Products provided by InfoTrack or its Affiliates and includes the systems available at the applicable InfoTrack Websites.

InfoTrack Products means all the products, services, data, information, statistics, analytics, results, reports, images, and Third Party Products that are compiled, incorporated into, created, produced, collected, held or acquired by InfoTrack or its Affiliates and licensed or supplied to You (or Your Representatives) by or on behalf of InfoTrack under this Agreement, but excludes Your Information.

InfoTrack Website has the meaning given in the Country-specific terms at Schedule 1.

Insolvency Event has the meaning given in the Country-specific terms at Schedule 1.

Intellectual Property Rights means all industrial and intellectual property rights throughout the world protected or recognised at Law and includes all current and future registered and unregistered rights relating to:

- (a) trademarks, trade or business names, domain names, service marks, logos and other proprietary design;
- (b) rights associated with works of authorship, including copyright works, Moral Rights, publicity rights, personality rights;
- (c) patents, trade secrets, know-how, inventions and discoveries;
- (d) databases, software, algorithms, circuit layouts, designs;
- (e) all other intellectual and industrial property of every kind and nature, however designated, whether arising by operation of law, contract, licence or otherwise, including as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967; and
- (f) any current or future application or right to apply for the registration of any of the rights referred to in paragraph (a) – (e) above, including current or future renewals, extensions, continuations, divisions, reissues or amendments.

Law means all applicable common law, principles of equity, legislation, statutes, and regulations (and consolidations, amendments, re-enactments or replacements of any of them) in the Territory or any other applicable jurisdiction.

Loss means all liabilities, losses, damages, outgoings, costs and expenses including reasonable legal costs (on a solicitor-client basis) and any penalties or fines imposed by a regulatory authority.

Modifications means all enhancements, modifications, updates, improvements, configurations and derivative works relating to or in connection with the InfoTrack Materials.

Party means a party to this Agreement and **Parties** means both of them.

Permitted Purpose means for Your legitimate and lawful personal, non-commercial, purposes and any other purpose authorised by InfoTrack in writing.

Personal Information means any 'personal information' or 'personal data' as that term is defined in applicable Privacy Laws and which is disclosed by or on behalf of the Discloser to the Recipient under this Agreement.

Personnel means employees, agents, independent personal, services contractors, or any other staff or personnel acting on behalf of or at the direction of the relevant Party.

Privacy Laws has the meaning given in the Country-specific terms set out in Clause 19.

Privacy Policy means InfoTrack's Privacy Policy located on the applicable InfoTrack Website as set out in the Country-specific terms at Schedule 1.

Recipient means the Party in possession or control of Confidential Information and/or Personal Information (as applicable) disclosed to it by the other Party (or its Representatives) in connection with this Agreement.

Regulator has the meaning given in the Country-specific terms set out at Schedule 1.

Representative means a Party and any of its Personnel, officers, directors, contractors and subcontractors, associates, representatives and any other person who acts for or on behalf of that Party.



Right includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action.

Service Fees means the Fees payable for an InfoTrack Product, excluding the Authority Fees.

Tax means the relevant goods and services tax, value added tax, sales tax, excise tax, tariffs or similar taxes, duties and charges as defined in the Tax Law.

Tax Law has the meaning given in the Country-specific terms set out at Schedule 1

Territory means the country where the contracting InfoTrack entity is located, as specified in Schedule 1.

Third Party Product means data, information, reports, images, plans, documents or other materials of any nature which is supplied to, collected, licensed or acquired by InfoTrack and which InfoTrack uses, licenses, resells or otherwise exploits for commercial purposes, including by compiling or incorporating within InfoTrack Products (in whole or in part).

Third Party Supplier means any entity, government department, agency or other organisation from which InfoTrack or any of its Affiliates licences the Third Party Product.

Third Party Terms means conditions, restraints, disclaimers or limitations (as required by Third Party Suppliers) applicable to certain Third Party Products that are provided or licensed by Third Party Suppliers and are made available to You by InfoTrack and are either:

- (a) presented to You for acceptance at the point of sale;
- (b) specified in the Country-specific terms at Schedule 1; or
- (c) agreed directly between You and the Third Party Supplier.

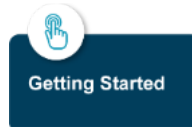
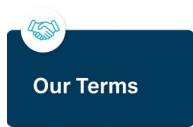
User Credentials means any usernames, passwords, tokens and other authentication credentials for use by You for the purpose of accessing and using the InfoTrack Platforms and InfoTrack Products.

Your Information has the meaning given to that term under clause 7.

22.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (b) if the day on which any act, matter or thing is to be done under this Agreement is not a Business Day in the place where the act, matter or thing is to be done, the act, matter or thing must be done on the next Business Day in that place;
- (c) a reference to monetary amounts means the lawful currency of the Territory, as set out in the Country-specific terms at Schedule 1;
- (d) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;
- (e) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (f) a reference to a clause, part, schedule, module, exhibit or attachment is a reference to a clause, part, schedule, module, exhibit or attachment of or to this Agreement;
- (g) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;
- (h) a reference to any government department or agency includes any successor of that department or agency;
- (i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- (j) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;
- (k) references to the words 'include', 'includes' or 'including' are to be construed without limitation;
- (l) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (m) a reference to this Agreement includes the agreement recorded in this Agreement;
- (n) any schedules and attachments form part of this Agreement.



Schedule 1 Country Specific Terms

1. Australia

Details	
InfoTrack	InfoTrack Pty Limited
ABN	36 092 724 251
Address	Tower 2, Level 21/200 Barangaroo Avenue, Sydney NSW 2000
Email Address	helpdesk@infotrack.com.au
InfoTrack Websites	Search Website: https://www.infotrack.com.au/ and InfoTrackGO: https://infotrackgo.com.au/
End User Terms	https://www.infotrack.com.au/legal/GeneralTerms
Third Party Terms	https://www.infotrack.com.au/legal/ThirdPartyTerms
Privacy Policy	http://www.infotrack.com.au/legal/PrivacyPolicy
Territory	Australia
Currency	\$, AUD, Australian dollars

Australian-Specific Terms	
The following amendments to the General Terms apply if You access and use the InfoTrack Platforms or order InfoTrack Products supplied by InfoTrack Pty Limited or any of its subsidiaries in Australia.	
Taxes (Clause 11)	<p>11 Taxes</p> <p>11.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise.</p> <p>11.2 If the supply of an InfoTrack Product is subject to Tax, You must pay to InfoTrack an additional amount equal to the relevant Fee multiplied by the applicable Tax rate. Such additional amount is payable at the same time as the related Fee.</p> <p>11.3 Survival of Clause: This clause 11 survives the termination of this Agreement.</p>
Consumer Guarantees (Clause 12.5)	<p>New clause 12.5 is inserted as follows:</p> <p>12.5 Consumer Guarantees: <i>To the extent You acquire the InfoTrack Products from us as a Consumer (as defined under the Australian Consumer Law, You may have certain rights or remedies that cannot be excluded, restricted or modified. Nothing contained in this Agreement excludes, restricts or modifies the application of any provision, the exercise of any Consumer Guarantee, right of remedy, or the imposition of a liability under the Australian Consumer Law, the exclusion, restriction or modification of which would contravene that Law or cause any term of this Agreement to be void.</i></p>
Limitation of Liability (Clause 14)	Liability Cap under clause 14.1 means the greater of: (a) the total amount You paid to InfoTrack for the relevant InfoTrack Product; and (b) AUD \$10,000.
Governing law (Clause 21.10)	21.10 Governing law and jurisdiction: this Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.
Definitions and Interpretation (Clause 22.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a “Related Body Corporate” , which has the meaning given in the Corporations Act.
Business Day	Business Day means a day other than a Saturday, Sunday or gazetted public holiday in Australia
Cash Rate	Cash Rate means the cash rate last published by the Reserve Bank of Australia.



Consumer Law	Consumer Law means Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth), any equivalent State or Territory legislation, and any equivalent applicable provisions of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth).
Corporations Act	Corporations Act means the <i>Corporations Act 2001</i> (Cth) and any regulations made under it.
Direct Marketing	Direct Marketing includes the use and/or disclosure of Personal Information to identify, target, segment or filter and then directly communicate to an identified individual or group of individuals for the purposes of marketing or promoting goods and/or services (whether or not addressed to that individual by name) by any means and includes, telemarketing, email, SMS, targeted online advertising (including Facebook and Google Ads), mail or flyer drops and list brokering.
Insolvency Event	<p>Insolvency Event means the occurrence of any one or more of the following events in relation to a Party:</p> <ul style="list-style-type: none"> (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) it is insolvent within the meaning of the Corporations Act; (c) it must be presumed by a court to be insolvent by reason of an event set out in the Corporations Act; (d) it fails to comply with a statutory demand (as defined in the Corporations Act); (e) it has an administrator, receiver, controller or similar officer appointed to manage all or any of its property or any step preliminary to the appointment of such officer is taken (including statutory management); (f) it has proceedings commenced, a resolution passed, an order of a court made or other steps taken against or in respect of it for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or (g) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the <i>Privacy Act 1988</i> (Cth), the Australian Privacy Principles, the <i>Spam Act 2003</i> (Cth) and the <i>Do Not Call Register Act 2006</i> (Cth) and any State or Territory acts and regulations applicable in the relevant State or Territory; and all applicable binding privacy codes or policies.
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the Office of the Australia Privacy Commissioner.
Tax Law	Tax Law means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) and all regulations and rulings made under it.



2. Canada

Details	
InfoTrack	InfoTrack Services Limited
Registration Number	Business Number: 737757724
Address	20 Bay Street, Suite 1530, Toronto, Ontario M5J2N8, Canada
Email Address	helpdesk@infotrackcanada.com
InfoTrack Websites	https://www.infotrackcanada.com/
General Terms	https://www.infotrackcanada.com/legal/GeneralTerms
Third Party Terms	https://www.infotrackcanada.com/legal/ThirdPartyTerms
Privacy Policy	http://www.infotrackcanada.com/legal/PrivacyPolicy
Territory	Canada
Currency	\$, CAD, Canadian dollars

Canadian-Specific Terms	
The following amendments to the General Terms apply if You access and use the InfoTrack Platforms or order InfoTrack Products supplied by InfoTrack Services Limited (Canada).	
Our Terms (Clause 1.2)	Clause 1.2 is deleted and replaced as follows: 1.2 <i>If there is any inconsistency between the documents listed above, the documents listed later will prevail to the extent of the inconsistency.</i>
Taxes (Clause 11)	11 Taxes 11.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 11.2 If InfoTrack is required to charge You Taxes, InfoTrack will include such amounts on the invoice and such amounts are payable at the same time as the related Fee. 11.3 Survival of Clause: This clause 11 survives the termination of this Agreement.
Limitation of Liability (Clause 14)	Liability Cap under clause 14.1 means the greater of: (a) the total amount You paid to InfoTrack for the relevant InfoTrack Product; and (b) CAD \$10,000.
Governing law (Clause 21.10)	21.10 Governing law and jurisdiction: this Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada without regard to conflict of laws provisions. The Parties consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis. The Parties irrevocably and unconditionally waive with respect to this Agreement to the fullest extent permitted by law, all of the rights, benefits, conditions, warranties and protections, express, implied or statutory, given by the Sale of Goods Act (Ontario), the United Nations Convention on Contracts for the International Sale of Goods or, in each case, equivalent legislation, if any.
Definitions and Interpretation (Clause 22.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including an “ affiliated body corporate ”, and has the meaning ascribed to it in the <i>Ontario Business Corporations Act, RSO 1990, c B16</i> .
Business Day	Business Day means a day other than a Saturday, Sunday or gazetted public holiday in Ontario and British Columbia, Canada.
Cash Rate	Cash Rate means the bank rate last published by the Bank of Canada.
Consumer Law	The definition of “Consumer Law” is deleted and will not apply.
Corporations Act	The definition of “Corporations Act” is deleted and will not apply.



Insolvency Event	<p>Insolvency Event means the occurrence of any one or more of the following events in relation to a Party:</p> <ul style="list-style-type: none"> (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (a) it is an insolvent person (within the meaning of the Bankruptcy and Insolvency Act, RSC 1985, c B-3); (b) it files a petition for bankruptcy, or commences or has commenced against it, proceedings under the Bankruptcy and Insolvency Act, RSC 1985, c B-3, the Companies' Creditors Arrangement Act, RSC, 1985, c C-36, or other law relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (c) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
Privacy Laws	<p>Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 and any other applicable provincial or territorial privacy legislation.</p>
Regulator	<p>Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the Office of the Privacy Commissioner of Canada and any applicable provincial information and privacy commissioners.</p>
Tax Law	<p>Tax Law means all Laws establishing harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST) excise tax, value-added tax (VAT), sales tax, use tax, import/export tariffs, or similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by You hereunder.</p>



3. New Zealand

Details	
InfoTrack	InfoTrack Limited
Registration Number	5999552
Address	Level 1, 110 Symonds Street, Grafton, Auckland, 1010, New Zealand
Email Address	enquiries@infotrack.nz
InfoTrack Websites	https://www.infotrack.nz/
General Terms	https://www.infotrack.nz/legal/GeneralTerms
Third Party Terms	https://www.infotrack.nz/legal/ThirdPartyTerms
Privacy Policy	http://www.infotrack.nz/legal/PrivacyPolicy
Territory	New Zealand
Currency	\$, NZD, New Zealand dollars

New Zealand-Specific Terms	
The following amendments to the General Terms apply if You access and use the InfoTrack Platforms or order InfoTrack Products supplied by InfoTrack Limited (NZ).	
Taxes (Clause 11)	<p>11 Taxes</p> <p>11.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise.</p> <p>11.2 If the supply of an InfoTrack Product is subject to Tax, You must pay to InfoTrack an additional amount equal to the relevant Fee multiplied by the applicable Tax rate. Such additional amount is payable at the same time as the related Fee.</p> <p>11.3 Survival of Clause: This clause 11 survives the termination of this Agreement.</p>
Consumer Guarantees (Clause 12.5)	<p>New clause 12.5 is inserted as follows:</p> <p>Consumer Guarantees: where You acquire InfoTrack Products as a consumer under the Consumer Guarantees Act 1993 (NZ), You have guarantees and remedies that cannot be excluded, restricted, or modified. Nothing in this Agreement excludes, restricts, or modifies those guarantees or remedies, or any applicable provision of the Fair Trading Act 1986 (NZ), where to do so would be unlawful.</p>
Limitation of Liability (Clause 14)	Liability Cap under clause 14.1 means the greater of: (a) the total amount You paid to InfoTrack for the relevant InfoTrack Product; and (b) NZD \$10,000.
Governing law (Clause 21.10)	21.10 Governing law and jurisdiction: this Agreement is governed by the law of New Zealand. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.
Definitions and Interpretation (Clause 22.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a “Related Company” as that term is defined in the <i>Companies Act 1993</i> (NZ).
Business Day	Business Day means a day other than a Saturday, Sunday or gazetted public holiday in New Zealand.
Cash Rate	Cash Rate means the official cash rate last published by the Reserve Bank of New Zealand.
Consumer Law	Consumer Law means the <i>Fair Trading Act 1986</i> (NZ).



Corporations Act	Corporations Act means <i>Companies Act 1993</i> (NZ).
Direct Marketing	Direct Marketing includes the use and/or disclosure of Personal Information to identify, target, segment or filter and then directly communicate to an identified individual or group of individuals for the purposes of marketing or promoting goods and/or services (whether or not addressed to that individual by name) by any means and includes, telemarketing, email, SMS, targeted online advertising (including Facebook and Google Ads), mail or flyer drops and list brokering.
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: <ul style="list-style-type: none"> (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) it is insolvent within the meaning of the Corporations Act it must be presumed by a court to be insolvent by reason of an event set out in the Corporations Act; (c) it fails to comply with a statutory demand (as defined in the Corporations Act); (d) it has an administrator, receiver, controller or similar officer appointed to manage all or any of its property or any step preliminary to the appointment of such officer is taken (including statutory management); (e) it has proceedings commenced, a resolution passed, an order of a court made or other steps taken against or in respect of it for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or (f) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the <i>Privacy Act 2020</i> (NZ) and the New Zealand Information Privacy Principles which form part of the Act, and the <i>Unsolicited Electronic Messages Act 2007</i> ; and all applicable binding privacy codes, policies or compliance notices.
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the New Zealand Office of the Privacy Commissioner.
Tax Law	Tax Law means the <i>Goods and Services Tax Act 1985</i> (NZ) and all regulations and rulings made under it.



4. United Kingdom

Details	
InfoTrack	InfoTrack Limited
Company Number	09474590
Address	Level 11, 91 Waterloo Road, London, SE1 8RT
Territory	United Kingdom
Currency	£, GBP, Pound Sterling

United Kingdom-Specific Terms	
The following amendments to this Agreement apply if You access and use the InfoTrack Platforms or order InfoTrack Products supplied by InfoTrack Limited (UK).	
Taxes (Clause 11)	<p>11 Taxes</p> <p>11.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise.</p> <p>11.2 You shall pay any Tax payable on the Fees under this Agreement.</p> <p>11.3 Survival of Clause: This clause 11 survives the termination of this Agreement.</p>
Limitation of Liability (Clause 14)	Liability Cap under clause 14.1 means the greater of: (a) the total amount You paid to InfoTrack for the relevant InfoTrack Product; and (b) £10,000. In addition to clause 14.2, InfoTrack does not exclude or limit liability for breach of Your statutory rights under the Consumer Rights Act 2015. Where You use an InfoTrack Product for the purposes of Your trade, business, craft, or profession, InfoTrack's liability is limited as described at www.infotrack.co.uk .
Privacy (Clause 19)	<p>Clause 19 is deleted and replaced with the following:</p> <p><i>Clause 19</i> Each Party shall, at its own expense, ensure that it complies with and assists the other Party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of Personal Information and the privacy of electronic communications under applicable Privacy Laws.</p>
Governing law (Clause 21.10)	<p>21.10 Governing law and jurisdiction: <i>this Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably accepts that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.</i></p> <p>Complaints: details of InfoTrack's complaints procedure are on InfoTrack's website. If You are not satisfied with InfoTrack's final response, You may refer Your complaint to The Property Ombudsman (www.tpos.co.uk; admin@tpos.co.uk).</p>
Definitions and Interpretation (Clause 22.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under director indirect common control with, that Party, including a "Related Body Corporate" , which means an "associated body corporate" , as defined under the <i>Companies Act 2006</i> (UK).
Business Day	Business Day in a place means a day other than a Saturday, Sunday or public holiday in that place (and if no place is specified, in England).
Consumer Guarantees	Consumer means an individual acting wholly or mainly outside that individual's trade, business, craft, or profession; the defined term Consumer Guarantees does not apply in the United Kingdom.
Consumer Law	Consumer Law means the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
Corporations Act	Corporations Act means the <i>Companies Act 2006</i> (UK).
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: <ul style="list-style-type: none"> (a) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the



	<p>Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;</p> <p>(b) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party];</p> <p>(c) the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;</p> <p>(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;</p> <p>(e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership);</p> <p>(f) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;</p> <p>(g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other Party;</p> <p>(h) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days;</p> <p>(i) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(j) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; or</p> <p>(k) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (j) above inclusive).</p>
Insolvent	The definition of "Insolvent" is deleted and will not apply.
Intellectual Property Rights	Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Privacy Laws	Privacy Laws means all applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes: (i) Data Protection Act 2018 and any successor UK legislation, (ii) retained EU law version of the General Data Protection Regulation ((EU) 2016/679), and (iii) Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
Regulator	Regulator means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
Tax	Tax means " Value Added Tax " as defined under the Tax Laws.
Tax Law	The definition of "Tax Law" is deleted and will not apply.



5. United States

Details	
InfoTrack	InfoTrack US, Inc.
Corporation Number	4444211
Address	Suite 302, 155 Ave of the Americas 3rd Floor, New York, NY 10013
Territory	United States
Currency	\$, USD, United States dollars

United States-Specific Terms	
The following amendments to this Agreement apply if You access and use the InfoTrack Platforms or order InfoTrack Products supplied by InfoTrack US, Inc. or any of its subsidiaries in the U.S.	
Taxes (Clause 11)	11 Taxes 11.1 InfoTrack shall pay any Tax payable on the Fees under this Agreement.
Limitation of Liability (Clause 14)	Liability Cap under clause 14.1 means the greater of: (a) the total amount You paid to InfoTrack for the relevant InfoTrack Product; and (b) USD \$10,000.
Governing law (Clause 21.10)	21.10 Governing law and jurisdiction: <i>this Agreement is governed by the laws of California. The Parties submit to the non-exclusive jurisdiction of its federal and state courts. The Parties will not object to the exercise of jurisdiction by those courts on any basis.</i>
Definitions and Interpretation (Clause 22.1)	
Affiliate	Affiliate means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party.
Business Day	Business Day in a place means a day other than a Saturday, Sunday or federal holiday in that place (and if no place is specified, in California).
Consumer Guarantees	Consumer Guarantees means the guarantees as they are defined under the Consumer Law, where applicable.
Consumer Law	Consumer Law means the <i>Federal Trade Commission Act, the California Consumer Privacy Act, California Unfair Competition Law, and any other relevant state or federal consumer protection laws.</i>
Corporations Act	The definition of "Corporations Act" is deleted and will not apply.
Insolvency Event	Insolvency Event means the occurrence of any one or more of the following events in relation to a Party: (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts or otherwise becomes Insolvent; (b) it has bankruptcy proceedings commenced, a resolution passed or proposed in a Notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, Notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them, or take any comparable action under the United States Bankruptcy Code.
Insolvent	Insolvent means, with respect to an entity, that such entity is or states that it is insolvent, is unable to pay its debts as they come due, is in liquidation, is under administration (including statutory management) or has a controller appointed to its property, ceases conducting business in the normal course, is subject to any arrangement to protect itself from creditors or dissolves.
Intellectual Property Rights	Intellectual Property Rights means all industrial and intellectual property rights throughout the world protected or recognized at Law and includes all current and future registered and unregistered rights relating to: (a) trademarks, business names, domain names, copyright works, databases, software, circuit layouts, designs, patents, trade secrets, know-how, inventions and discoveries, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967, <i>the Patent Act (Title 35 of the United States Code), the Copyright Act (Title 17 of the United States Code), the Lanham Act (Title 15 of the United States Code), and the Trade Secrets Act;</i> and



	(b) any application or right to apply for the registration of any of the rights referred to in paragraph (a) above.
Personal Information	Personal Information means 'personal information' as that term is defined in the relevant and applicable Privacy Laws, and which is disclosed by the Discloser to the Recipient or otherwise collected by the Recipient from the Discloser in connection with this Agreement.
Privacy Laws	Privacy Laws means all relevant or applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party and includes (only to the extent the relevant Parties are subject to it or required to comply with it under this Agreement) the <i>California Consumer Privacy Act</i> , and any other applicable state or federal acts and regulations.
Regulator	Regulator means any third party state or federal body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
Tax	Tax means the applicable state and local sales tax.
Tax Law	The definition of "Tax Law" is deleted and will not apply.