

End User Terms InfoSign

Currency

These InfoSign End User Terms are current from 31 July 2025.

1. Agreement

- 1.1 These 'End User Terms' contain the terms and conditions that govern your access to and use of InfoSign 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 General Terms set out at <https://infotrack.com.au/legal/GeneralTerms> (**General Terms**) and the terms and conditions set out in these End User Terms (together, the **Agreement**).
- 1.2 Where there is any inconsistency between these End User Terms and the General Terms, the terms and conditions of the End User 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 InfoSign;(**Commencement Date**) and will continue until it expires or is terminated.
- 1.4 If You do not agree to this Agreement, do not use InfoSign.
- 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. Acknowledgments

- 2.1 You acknowledge and agree that:
 - (a) InfoTrack does not make any warranties regarding compliance with any digital signature standards;
 - (b) InfoSign is only suitable for 'simple signing' and is not AES or QES compliant and does not include a X.509 digital certificate;
 - (c) by using InfoSign, You agree to using electronic records and signatures and to receive all notices and other documents in relation to the relevant InfoSign Packet by electronic means;
 - (d) InfoTrack is not a party to any document processed or executed through InfoSign;
 - (e) You have exclusive control over and responsibility for the content, quality, and format of any document uploaded to InfoSign as well as any transaction facilitated through InfoSign;
 - (f) Certain types of agreements and documents may be subject to specific regulations regarding electronic signatures and electronic records. As such, InfoTrack makes no representation or warranty regarding:
 - (i) the validity of the transaction sought to be affected via InfoSign;
 - (ii) whether any particular document type may be can be validly formed by electronic signatures in compliance with applicable Laws.
 - (g) You are solely responsible for determining:
 - (i) whether any document type may be can be legally formed by electronic signatures;

- (ii) any requirements that may be required under applicable Laws in respect to the formation of agreements vis electronic signature; and
 - (iii) how long You hold any contracts, documents, and other records that You are required to retain or store under any applicable laws.
- (h) InfoTrack is not responsible for or liable to:
 - (i) produce any of Your Transaction Documents or other documents to any third parties;
 - (ii) obtain any consents that may be required under applicable Laws;
 - (iii) provide any information or disclosures in connection with the use of electronic signatures that may be required under applicable Laws.
- (i) When using InfoSign, You should exercise Your own professional judgment, and InfoTrack is not liable to You or any third party for any decision made or action taken by You in reliance on information or content generated, collected, stored, or otherwise processed by You using InfoSign. You acknowledge and agrees that, by providing the InfoSign product, InfoTrack is not providing You with legal advice.

3. Storage & Deletion

- 3.1 **Document Storage:** InfoSign will store all completed Documents (including any Client Data contained in a Transaction Document) sent by You for a period of seven (7) years (**Retention Period**). After the expiry of the Retention Period, InfoTrack may delete all Your Transaction Documents in its possession or control.
- 3.2 **Retrieval of Transaction Documents:** During the Retention Period, You may use InfoSign to retrieve electronic copies of Your stored Transaction Documents at no additional cost. If You fail to retrieve Your Transaction Documents before expiry of the Retention Period, InfoTrack shall have no obligation to retain or provide any Transaction Documents.
- 3.3 **Transaction Data:** InfoTrack may retain Transaction Data for as long as it has a business purpose to do so, provided that any Transaction Data that constitutes Your Confidential Information will at all times maintain that status, and InfoTrack will comply with its confidentiality obligations as provided in the Agreement.

4. Definitions

- 4.1 In this Part, the following capitalised terms have the meaning given below:

InfoSign means electronic signature service provided by InfoTrack, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for Transaction Documents via the InfoTrack Platform.

InfoSign Packet means an electronic record containing one or more Transaction Documents uploaded to InfoSign by You.

Transaction Document means a document, contract, agreement or record uploaded and sent by You for electronic signature via InfoSign.

Transaction Data means metadata and digital audit trail generated and maintained by InfoSign about an InfoSign Packet (including Transaction Document history, method and time of InfoSign Packet creation and/or deletion, sender, signer and recipient names, email addresses and signature IDs).