INFOTRACK PRODUCT TERMS

Currency

These Product Terms are current from 8 October 2026

General

In addition to the General Terms, these Product Terms apply to any InfoTrack Products identified in these terms that you access or order from InfoTrack or an InfoTrack partner or reseller. Third Party Terms may also apply in addition to these Product Terms.

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PART A Third Party Products

A1 Acknowledgement

A1.1 You acknowledge and agree that, in addition the General Terms and these Product Terms, Your access and use of Third Party Products or certain InfoTrack Products that compile incorporate Third Party Products (in whole or in part) or may also subject to the applicable Third Party Terms.

A1.2 **Definitions**

General Terms means either:

(a) the terms of any Master Services Agreement (including any applicable Order Forms) between InfoTrack and the Client (**MSA**); or

(b) where there is no MSA between the Parties, InfoTrack's general terms and conditions set out at https://infotrack.com.au/legal/GeneralTerms

Product Terms means these product specific terms that are applicable to any InfoTrack Products as identified in these 'Product Terms', and available at https://www.infotrack.com.au/legal/ProductTerms

Third Party Terms means the terms, conditions, restraints, disclaimers or limitations (as required by InfoTrack's Third Party Suppliers) applicable to certain Third Party Products that are provided or licensed by Third Party Suppliers and made available to You by InfoTrack, located here https://infotrack.com.au/legal/ThirdPartyTerms and as updated from time to time.

PART B Land Registry Services and Titles Products

[Last Updated 1 November 2023]

You acknowledge and agree that any access and use of any LRS Products is also subject to the relevant terms applicable to LRS Products set out in the Third Party Terms, located here https://infotrack.com.au/legal/ThirdPartyTerms.

B1 LRS & Titles Products – additional terms

B1.1 **LRS Products** includes any of the individual products: Certificates of Title, check and issue searches, land index searches, survey documents, transfer of land documents, land dealings, instruments and plans, or any of the other products described in any relevant conveyancing or transfer of land regulations, owned or licenced by the relevant government and which a Government Valuer's General Department may make available from time to time.

B1.2 **Permitted Purpose** means the Clients internal business purposes limited to advising or providing transactional or advisory services in relation to:

(a) dealings with interests in land authorised by law;

(b) a purpose directly related to such dealing (such as preparing and providing vendor statements as required by law) provided the purpose is not contrary to any law;

(c) an enquiry relating to land or the ownership of land recorded in the Register provided the enquiry or the purpose of the enquiry is not contrary to any law; or

(d) purposes ancillary to the above.

B1.3 **Victorian Name Search**: The Client acknowledges and agrees that, before it may access or order an owner name search via the Victorian Land Index, then:

(a) it must enter into a 'Condition of Use Deed' in favour of the Government of Victoria;

(b) it must ensure all Affiliates or Approved Contractors accessing or using the owner name search service also enter into a 'Condition of Use Deed' in favour of the Government of Victoria; and

(c) access to the Victorian owner name search service will not be provisioned by InfoTrack to the Client, its Affiliates or Approved Contractors unless and until it has received signed copies of the 'Conditions of Use Deed' from all relevant parties.

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PART C Litigation Services

[Last Updated 1 November 2023]

C1 Litigation Services

C1.1 The Litigation Services comprise the Court Sync Services and the eFile Services, which may be accessed and used by Your Permitted Users via the InfoTrack Litigation Portal in accordance with this Agreement.

C1.2 **Court Sync Services**: The Court Sync Services are a service provided by InfoTrack that enables You to download and synchronise court Files to matters within Your practice management system (**PMS**) from the participating Court Portals (as enabled and selected by You within the InfoTrack Litigation Portal) (**Court Sync Services**). You may cancel Court Sync Services at any time by un-syncing a File within the InfoTrack Litigation Portal.

C1.3 **eFile Services**: The eFile Services are a service provided by InfoTrack that enables Your Permitted Users to electronically lodge court documents (as made available within the InfoTrack Litigation Portal) with participating Court Portals for new or existing Files via the InfoTrack Litigation Portal (**eFile Services**).

C1.4 **Agency Appointment**: You appoint InfoTrack and its Representatives as Your agent for the purposes of InfoTrack providing the Litigation Services and You authorise InfoTrack and its Representatives to act on Your behalf, in accordance with Your instructions, to access the Court Portals to provide the Litigation Services (as relevant) via an API integration between the InfoTrack System and Your PMS.

C2 InfoTrack Warranties

C2.1 InfoTrack warrants and agrees that, when providing the Litigation Services:

(a) all documents and login credentials stored in the InfoTrack Litigation Portal will be encrypted and stored within a secure environment in accordance with our General Terms;

(b) InfoTrack not use your login credentials to the Court Portal for any other reason other than to provide the Litigation Services in accordance with Your written instructions; and

(c) documents will be filed with due care & skill in accordance with Your written instructions and We will not knowingly introduce any errors or omissions.

C3 Client Acknowledgements

C3.1 You acknowledge and agree that:

(a) before being able to use the Litigation Services, You must first register with the relevant Court Portals and have valid login credentials;

(b) InfoTrack may access the relevant Court Portals on Your behalf as your agent to retrieve, store, upload and file court documents and data to or from the Court Portals;

(c) You agree to be bound by terms and conditions provided by the Court Portals (**Court Portal Terms**). You are solely responsible for Your compliance with the Court Portal Terms including when Your Permitted Users are accessing or using the Litigation Services;

(d) You warrant You have the rights under the Court Portal Terms to:

(i) share Your Court Portal login credentials with Us; and

(ii) use the Litigation Services via the InfoTrack Litigation Portal;

(e) it is Your responsibility to verify any content, data or documents that You file via the InfoTrack Litigation Portal, including to consider any errors that may be flagged by any 'error checks' performed by InfoTrack;

(f) it is Your responsibility to provide InfoTrack with the correct login credentials to the Court Portal and provide Us with any updated credentials if they change;

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(g) neither all Court Portals for all Australian courts nor all the services available within those Court Portals will be made available within the InfoTrack Litigation Portal;

(h) InfoTrack may vary:

(i) the Court Portals available within the InfoTrack Litigation Portal; and

(ii) the features or services comprising the Litigation Services,

within the InfoTrack Litigation Portal from time to time; and

(i) that the Litigation Services available within the InfoTrack Litigation Portal will vary between the various Court Portals.

C4 Disclaimers & Liability

C4.1 InfoTrack makes no representation or warranty regarding:

(a) the accuracy, currency, reliability or completeness of documents, content or data provided by or downloaded from the Court Portals;

(b) the documents, content or data entered or uploaded by Your Permitted Users into the InfoTrack Litigation Portal;

(c) InfoTrack does not warrant that the Litigation Services comply with the Court Portal Terms;

(d) that any 'error checks' performed by InfoTrack will identify all errors or that the potential issues flagged are accurate or correct.

C4.2 As between the courts and operators of the Court Portals and You, InfoTrack accepts no liability for Your use of the Litigation Services or the InfoTrack Litigation Portal nor the matters set out in clause C4.1, except to the extent any Loss or Claim arises directly from InfoTrack's breach of this Agreement.

C5 Fees

C5.1 All Fees for the Litigation Services are set out in the 'Price List' located under the Your Account Tab on the InfoTrack search website.

C5.2 You agree the following Fees for the Litigation Services will be payable in accordance with the General Terms:

(a) Court Sync Services:

(i) a once-off set-up Fee charged per matter File selected for syncing with Your PMS; and

(ii) a recurring monthly activity Fee charged per matter File, payable only while the Court Sync Services are active for the relevant matter File;

(b) eFile Services:

(i) a filing service Fee for each electronic lodgement of court documents via the InfoTrack Litigation Portal; and

(ii) a filing 'Authority Fee' payable to the relevant court, which is included in the Fee charged by InfoTrack for the eFile Service.

C6 Definitions

C6.1 In this PART C:

Court Portal means the Australian court portals made available from time to time within the InfoTrack Litigation Portal.

File means a court matter or court file available within the relevant Court Portals.

InfoTrack Litigation Portal means the InfoTrack System you can access from Your integrated PMS or the InfoTrack search website to access and use the Litigation Services.

Litigation Services means the Court Sync Services and the eFile Services (as appropriate).

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PART D Securexchange

[Last Updated 1 November 2023]

D1 Securexchange

D1.1 The 'Securexchange Services' are services provided by InfoTrack which enable Your Permitted Users to securely, via the Securexchange Platform:

(a) create a Securexchange Workspace for a specific property transaction or dealing (**Transaction**) and invite other Invited Users to join Your Securexchange Workspace;

(b) securely request, share, sign, exchange or share any document or other information (such as bank or trust account details) in connection with a Transaction (**Transaction Materials**); and

(c) track the status of the Transaction within the Securexchange Workspace,

(Securexchange Services).

D1.2 You acknowledge and agree that You are responsible for the use of and access to the relevant Securexchange Workspace by Your Permitted Users and each Consumer User invited by Your Permitted Users to that Securexchange Workspace, including all materials accessed, used, uploaded or imported into the Securexchange Workspace by that user.

D2 InfoTrack Guarantee

D2.1 **InfoTrack Guarantee**: Subject to clauses D2.2 and D2.3 and where the Eligibility Criteria is met, InfoTrack will indemnify You and keep You indemnified from and against any Losses or third party Claims (including any reasonable legal costs) reasonably incurred or suffered by You in respect of a Relevant Transaction arising directly from:

(a) any Data Breach of the Securexchange Platform that affects the Transaction Materials; or

(b) any intentional, criminal or fraudulent act or omission of a third party arising from a failure of or breach by InfoTrack of the Securexchange Security Controls,

limited to a maximum aggregate liability of $1 million per Claim (the **InfoTrack Guarantee**).

D2.2 **Making a Claim**: When making a claim under clause D2.1, InfoTrack reserves the right to assess Your claim against the Eligibility Criteria, request relevant documents and conduct its own investigation. The decision of InfoTrack in all matters is final.

D2.3 **Exclusions**: The InfoTrack Guarantee does not apply where Your Permitted Users or Invited Users have caused or contributed to the Loss or Claim such as by entering the incorrect bank or trust account details.

D2.4 **Limitation of Liability**: Except as provided by the InfoTrack Guarantee and without limiting clauses 9.2 or 10.1 of the General Terms, InfoTrack makes no representation or warranty, and excludes all liability arising from or in connection with:

(a) the accuracy, currency, reliability or completeness of all Transaction Materials and other content entered or uploaded by Your Permitted Users or Invited Users into a Securexchange Workspace;

(b) Your reliance on Transaction Materials entered or uploaded by a Permitted User or an Invited User into a Securexchange Workspace.

D3 Information Security

D3.1 In addition to InfoTrack's obligations under the General Terms set out at clause 19.1 (Data Protection and Security), InfoTrack will use commercially reasonable efforts to establish, implement and maintain the following security controls within the Securexchange Platform that are designed to protect the Transaction Materials that are stored, handled or processed by InfoTrack from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access including as follows:

(a) verification of and multi-factor authentication for all Permitted Users and Invited Users;

(b) for InfoTrack Personnel, access to Transaction Materials is subject to the principle of least privilege access and restriction of access on a need to know basis, using multi-factor authentication;

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(c) encryption in transit and at rest that meets or exceeds encryption in transit standard TLS 1.2 (or equivalent standard) and any successor standards; and

(d) firewalls which are properly configured and use industry best practice software,

(**Securexchange Security Controls**).

D4 Definitions

D4.1 In this 0:

Eligibility Criteria means, in respect of a Relevant Transaction:

(a) a Permitted User and Invited User share bank or trust account information within the Securexchange Platform for the purposes of completing a Relevant Transaction within the Securexchange Platform;

(b) the Permitted User or Invited User has correctly and in good faith attempted to transfer funds to the applicable bank or trust account recorded in the Securexchange Platform;

(c) the relevant funds are lost or stolen by a third party and are unable to be recovered by InfoTrack or You; and

(d) You have provided a written demand or Claim to InfoTrack.

Invited Users means:

(a) **Professional Users**: individual conveyancers, solicitors or real estate agents invited by Your Permitted User to access and use a Securexchange Workspace created by You within the Securexchange Platform. Before being permitted to access a Securexchange Workspace, a Professional User is required to have a Securexchange account and can access and use all of the Securexchange Services,

(b) **Consumer User**: individual vendor or purchasers invited by Your Permitted User to access and use a Securexchange Workspace created by You within the Securexchange Platform. Consumer User access is limited to actioning assigned tasks, providing instructions and inviting a Professional User to the Securexchange Workspace.

Relevant Transaction means a Transaction being completed or negotiated between Your Permitted Users and Invited Users within the Securexchange Platform.

Securexchange Platform means the InfoTrack System located at https://www.securexchange.com.au/.

Securexchange Services has the meaning given under clause D1.1 above.

Securexchange Workspace means a unique workspace for Permitted Users to use the Securexchange Services for a specific property transaction or dealing.

Transaction has the meaning given under clause D1.1(a).

Transaction Materials has the meaning given under clause D1.1(b).

PART E InfoSign

[Last updated 26 May 2025]

E1 Acknowledgments

E1.1 You acknowledge and agree:

(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;

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(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 particular 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 its 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.

E2 Storage & Deletion

E2.1 **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.

E2.2 **Retrieval of Transaction Documents**: During the Term, 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

E2.3 **Termination**: Within 90 days after the termination or expiry of your InfoTrack Account, InfoTrack will delete all Your Transaction Documents in its possession or control.

E2.4 **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.

E3 Fees

E3.1 InfoTrack will charge a fee as specified at the point of order when you upload a Transaction Document to InfoSign for electronic signature.

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E4 Definitions

E4.1 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).

PART F InfoTrackID Verification of Identity Services

[Last updated 1 July 2024]

You acknowledge and agree that any access and use of any VOI Services is also subject to the terms applicable to VOI Services set out in the Third Party Terms, located at https://infotrack.com.au/legal/ThirdPartyTerms.

F1 Access to the InfoTrackID Platform

F1.1 InfoTrack grants you with access to the InfoTrackID Platform in accordance with the licence granted under this Agreement for the purposes of:

(a) submitting a request for InfoTrack to perform the VOI Services in respect of a Person Being Identified;

(b) retrieve completed VOI Reports via the InfoTrackID Platform; and

(c) communicating with InfoTrack about the VOI Services.

F2 VOI Services

F2.1 You may submit a request for VOI Services in respect of a Person Being Identified via the InfoTrackID Platform (**Request**).

F2.2 **InfoTrackID Services**: Where You have submitted a Request for the 'InfoTrackID Services' in respect of a Person Being Identified, InfoTrack will:

(a) send an email and/or SMS to the Person Being Identified with a link to the InfoTrackID Platform;

(b) facilitate the Person Being Identified's submission of the Identity Documents via the InfoTrackID Platform;

(c) submit the Identity Documents to the DVS where directed by You in the InfoTrackID Platform;

(d) generate the VOI Report,

(**InfoTrackID Services**).

F3 Delivery and Record Retention

F3.1 **Delivery**: Upon completion of the VOI Services, InfoTrack will:

(a) make the Full VOI Report and Summary VOI Report available for Your retrieval from the InfoTrackID Platform for a period of 90 days; and

(b) permanently and securely destroy all copies of the Identity Documents (and any associated identity data) from all InfoTrack Systems, except where contained within a Full VOI Report.

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F3.2 **Summary VOI Report**: 90 days after the completion of the VOI Services, InfoTrack will permanently and securely destroy the Full VOI Report from all InfoTrack Systems. For clarity, the Summary VOI Report will remain available for Your retrieval from the InfoTrackID Platform for a period of 2 years.

F3.3 **Retrieval of Records**: 2 years after the completion of the VOI Services, InfoTrack will securely archive the Summary VOI Report. After an additional 7 years (total 9 years retention period), InfoTrack will permanently and securely destroy the Summary VOI Report from its archives. You may request InfoTrack to retrieve the archived Summary VOI Report at any time within the 9 years after the completion of the VOI Services (to the extent not already permanently destroyed under clause F3.4 InfoTrack will provide an estimate of the time and any associated cost promptly upon receipt of Your request.

F3.4 **Deletion Requests**: If the Person Being Identified requests destruction of the VOI Report, we will first inform You of such request and give You an opportunity to request retrieval of the VOI Report. We will then proceed to permanently delete or destroy the VOI Report in accordance with such request.

F3.5 **Full VOI Report**: The Full VOI Report comprises the following information:

(a) name of the Person Being Identified, 'selfie' image; DVS verification summary (the documents that were checked and the DVS result (if available)); name of the InfoTrack Client and individual user that performed the checks; date of check;

(b) attestation and disclosure consent signed by the Person Being Identified;

(c) attestation by the representative of the Client that they have taken reasonable steps to verify the identity of the Person Being Identified; and

(d) copies of the Identity Documents and extracts of the related Identity Document data,

(**Full VOI Report**).

F3.6 **Summary VOI Report**: The Summary VOI Report comprises the following information:

(a) name of the Person Being Identified, 'selfie' image; DVS verification summary (the documents that were checked and the DVS result (if available)); name of the InfoTrack Client and individual user that performed the checks; date of check;

(b) attestation and disclosure consent signed by the Person Being Identified; and

(c) attestation by the representative of the Client that they have taken reasonable steps to verify the identity of the Person Being Identified,

(**Summary VOI Report**).

F4 Premium VOI Services

F4.1 **Premium VOI Services**: Where You subscribe to the Premium VOI Services, in addition to the InfoTrackID Services, for each VOI Check submitted by a Person Being Identified and prior to uploading the final VOI Report to the InfoTrackID Platform, InfoTrack will:

(a) manually check and compare identity documents submitted by the Person Being Identified;

(b) request any documents submitted by the Person Being Identified that are of poor quality to be resubmitted to the InfoTrackID Platform;

(c) correct common transcription errors to the extent identified by using OCR (Optical Character Recognition) technology; and

(d) resubmit documents through DVS (Document Verification Service) if required; and

(e) promptly notify You:

(i) where InfoTrack has been unable to successfully verify the identity of the Person Being Identified in its performance of the Premium VOI Service (such as where the Person Being Identified has been unable to provide valid identity documents); and

(ii) the reason for the unsuccessful verification (to the extent possible),

(**Premium VOI Services**).

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F4.2 **Appointment**: You acknowledge and agree that:

(a) You appoint InfoTrack as your agent for the purposes of:

(i) carrying out InfoTrack Premium VOI Services in respect of the Person Being Identified (ie, Your client) and,

(ii) where instructed, to sign Client Authorisation Forms including as Your Representative Agent (within the meaning of the Participation Rules) as required; and

(b) You direct InfoTrack to carry out the Premium VOI Services in respect of the Person Being Identified in accordance with this Agreement.

F4.3 **Personnel**: InfoTrack will ensure, for all InfoTrack Personnel (including the employees of any subcontractors) employed or engaged to undertake the Premium VOI Service, that:

(a) the person's identity is verified by InfoTrack at onboarding;

(b) the person has entered into an employee confidentiality agreement;

(c) criminal history checks are completed at onboarding and every 2 years thereafter and do not show any crime indicating fraud, dishonesty, or any other crime that could give rise to risks if that person was to perform the Premium VOI Services; and

(d) the person has been properly trained to carry out the Premium VOI Services including in relation to the requirements of the VOI Rules and other matters relevant to the Premium VOI Service (and any ongoing training refreshers as required from time to time) and will be regularly reviewed by InfoTrack in their performance of the Premium VOI Service.

F5 Client Acknowledgements

F5.1 You acknowledge and agree that:

(a) The Person Being Identified has given You consent to disclose their Personal Information to InfoTrack and any applicable Third Party Suppliers for the purposes of conducting the VOI Services;

(b) You must provide all relevant information reasonably requested to enable InfoTrack to initiate and complete the VOI Services for the Person Being Identified (**Client Materials**);

(c) You must review the VOI Report and must reasonably satisfy yourself based on the information available to You (including the VOI Report and the Matter Information) that the Identity Documents for the Person Being Identified's have been properly verified.

(d) You are responsible for the accuracy and completeness of all data made available by You to InfoTrack in connection with the VOI Service.

F5.2 **Compliance**: You acknowledge and agree:

(a) that You are responsible for storing and maintaining your own records of the VOI Services and VOI Reports as required by Law;

(b) that You are responsible for complying with all VOI Rules and applicable Laws and taking all reasonable steps in respect of Your obligations to verify the identity of the Person Being Identified including under the *Electronic Conveyancing National Law* and the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth); and

(c) except as expressly appointed, InfoTrack is not acting as your agent (and is not an Identity Agent for the purposes of the ARNECC Participation Rules) and is not responsible for compliance with Laws applicable to Your verification of identity obligations; and

(d) InfoTrack will not conduct any face-to-face interviews with the Person Being Identified,

and, subject to InfoTrack's compliance with this Agreement and all Laws applicable to InfoTrack, InfoTrack has no liability to You, however arising, in respect of Losses or Claims suffered by You arising from the matters set out in paragraphs (a) to (d) above.

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F6 Warranties and Disclaimers

F6.1 InfoTrack warrants that it will perform the VOI Service diligently with due care and skill in accordance with this Agreement.

F6.2 InfoTrack does not warrant that:

(a) the successful completion of a VOI Service proves the identity of the Person Being Identified nor eliminates the possibility of identity fraud; or

(b) the VOI Services alone will meet the Verification of Identity Standard.

F7 Insurance

F7.1 InfoTrack will maintain professional indemnity insurance with an annual aggregate of not less than $10 million.

F7.2 Upon reasonable written request, InfoTrack will provide to You a copy of the certificate of currency for the insurances set out in clause F7.1 above.

F8 Definitions

F8.1 In this PART F:

ARNECC means the Australian Registrars National Electronic Conveyancing Council.

Client Authorisation Form means the 'Client Authorisation Form' set out in Schedule 4 of the Participation Rules authorising You to act for the Person Being Identified.

Identity Agent has the meaning given to that term under the Participation Rules.

InfoTrackID Platform means a secure online platform which InfoTrack may make available to You for initiating Requests and accessing VOI Reports and to the Person Being Identified to complete the VOI Check.

InfoTrackID Services means the services provided by InfoTrack which facilitates Client to verify (using reasonable steps) the Identity Documents submitted to InfoTrack by the Person Being Identified.

Participation Rules means the Model Participation Rules published by ARNECC pursuant to the ECNL as may be amended from time to time and as may be implemented in each state.

Person Being Identified means the individual who is required to have their identity verified.

Premium VOI Services means a premium version of the standard InfoTrackID Service, which includes a manual verification process.

Representative Agent has the meaning given in the Participation Rules.

Request means the request for VOI Services in respect of a Person Being Identified made by You using the InfoTrackID Platform.

Identity Documents means the identity documents required to be submitted by the Person Being Identified.

VOI Report means a written report (in electronic form) evidencing the 'reasonable steps' taken by the verifier to verify the identity of the Person Being Identified and includes the Full VOI Report and Summary VOI Report (as the context requires)..

VOI Rules means the applicable Laws, rules and regulations applicable to the type of VOI Services requested by You and includes (without limitation):

(a) **ARNECC**: the Participation Rules (as may be amended from time to time);

(b) **100 Points**: Austrac 100 point ID check;

(c) **REINSW**: Real Estate Institute of NSW proof of identity checklist.

VOI Service means both InfoTrackID Services and the Premium VOI Service (as the context requires).

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PART G SettleIT

[Last Updated 1 July 2024]

For the purposes of these SettleIT Product Terms, any references in the General Terms to:

(a) InfoTrack should be read as a reference to SettleIT;

(b) the Services or InfoTrack Products should be read as a reference to the SettleIT Services; and

(c) the InfoTrack System should be read as a reference to the SettleIT Platform.

G1 Authorisations

G1.1 **Authority to Act**: You appoint SettleIT Pty Ltd (acting through its Personnel, Affiliates and SettleIT Agents) as Your agent for the purposes of SettleIT providing the SettleIT Services and You authorise SettleIT to act on behalf of You in accordance with Your instructions, the Client Authorisation and this Agreement, where directed, to perform the SettleIT Services (**Authority to Act**).

G1.2 **Identity Agents**: If applicable, SettleIT appoints you as an Identity Agent and directs you to use reasonable steps in accordance with rule 6.5.1 of the ARNECC Model Participation Rules for the purposes of conducting a verification of identity of Your Customer.

G2 SettleIT Services

G2.1 The SettleIT Services may be provided by SettleIT Pty Ltd (**SettleIT**) or its Affiliates, or a SettleIT Agent.

G2.2 **SettleIT Services**: In consideration for the Fees, SettleIT in its capacity as a Subscriber (including through its Affiliates or a SettleIT Agent) will perform the following services in accordance with the Client Instructions in respect of Your Customer Transaction requests that are submitted by You through the SettleIT Platform and accepted by SettleIT:

(a) conduct a verification of identity of Your Customer using reasonable steps in accordance with rule 6.5.1 of the ARNECC Model Participation Rules (MPR);

(b) sign the Client Authorisation Form;

(c) sign documents on Your behalf as required for the Conveyancing Transaction;

(d) ensuring due diligence has been affected on each of Your Customer Transactions in compliance with the Participation Rules and any other applicable Laws;

(e) opening the ELNO workspace (or accepting the workspace invite) and prepare the relevant land registry documents for Your approval;

(f) attending to the stamping of the transfer of land (or any other relevant document) as necessary to complete Your Customer Transaction subject to Your assessment and payment of duty by You or Your Customer;

(g) preparing the statement of adjustments for Your approval;

(h) contacting councils and other relevant authorities to verify outstanding balances;

(i) uploading the cheque directions provided by You into the ELNO workspace;

(j) enabling You to utilise the SettleIT Agent's trust account when instructed. The SettleIT Agent must not charge You any fee for usage of its trust account;

(k) lodging the Australian Taxation Office GST Withholding Form 1 and 2 via the ELNO Workspace or ATO website when withholding is required by You for Your Customer Transaction;

(l) submission and execution of Your Customer Transaction through the Electronic Lodgement Network Operator in accordance with the Client Instructions;

(m) executing the Client Instructions as provided by You;

(n) completing the 'Title Activity Check' via the ELNO on the settlement date and a final land title search (**Final Search**), anytime up to 8 hours or less before the booked settlement time in the

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ELNO workspace. SettleIT will not order any further land title searches if there is a delay in settlement, which shall be your responsibility;

(o) uploading all Materials which are created during the Conveyancing Transaction to the SettleIT Platform;

(p) using the SettleIT Platform to communicate with You;

(q) notifying You on the completion of all major milestones of Your Customer Transaction on the SettleIT Platform;

(r) provide services relating to the completion and settlement, and other incidental services, all in connection with the instructed Conveyancing Transaction

(s) any related or ancillary services which are required for the proper performance of the services described above or otherwise offered or provided by SettleIT from time to time,

(the **SettleIT Services**).

G2.3 **SettleIT Obligations**: Without limiting any other of its obligations under this Agreement, SettleIT must, and must ensure each Settlement Agent:

(a) performs the SettleIT Services in respect of each of Your Customer Transactions accepted by SettleIT:

(i) in a proper, timely and workmanlike manner and with due care and skill;

(ii) manually or electronically using an Electronic Lodgement Network using appropriate technology and systems in accordance with good industry practice;

(iii) through Personnel or SettleIT Agents who either: (A) have a valid solicitor practicing certificate or conveyancing licence in the State or Territory in which those Personnel or Settlement Agents reside; or (B) are otherwise appropriately qualified and experienced to perform their roles and functions;

(iv) in accordance with all applicable Laws, Regulatory Requirements, the Electronic Conveyancing National Law and the ARNECC Participation Rules, any Prescribed Requirements and this Agreement;

(v) in accordance with reasonable and lawful Client Instructions provided by You from time to time;

(b) holds and maintains (at its own cost) all licences, authorities, consents, approvals and other authorisations necessary to provide the SettleIT Services; and

(c) holds and maintains evidence to support Your Customer Transaction for seven years from the date of registration of the document.

G2.4 **Conflict of Interest**: Notwithstanding any other provision of this Agreement the parties shall comply with Rule 11 of the Legal Profession Uniform Law Australian Solicitors' Conduct Rules 2015 or any similar rules applicable to Conveyancers who are engaged in Your Customer Transaction (**Rules**) and, prior to settlement of any transaction, if requested by SettleIT, You will provide reasonable evidence of Your compliance with the Rules to enable compliance by SettleIT with such Rules.

G3 Settlement Agents

G3.1 You acknowledge and agree that:

(a) the SettleIT Services may be performed in whole or in part by SettleIT Agents appointed by SettleIT in accordance with this Agreement;

(b) SettleIT Agents are subcontractors of SettleIT and may be appointed or removed as SettleIT Agents by SettleIT in its sole discretion;

(c) You can choose which SettleIT Agents are appointed to your SettleIT Panel through the SettleIT Platform;

(d) SettleIT will ensure that the Settle Services are only performed by SettleIT, a SettleIT Affiliate or SettleIT Agents appointed to Your SettleIT Panel;

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(e) where a SettleIT Agent appointed to Your SettleIT Panel is unable to act or has been removed as a SettleIT Agent by SettleIT, SettleIT will let You know promptly and work with You to appoint another SettleIT Agent on Your SettleIT Panel; and

(f) at the end of each month, SettleIT may randomly select and review a sample of SettleIT Agent files to ensure compliance with this Agreement.

G3.2 SettleIT will use reasonable commercial endeavours to ensure that the SettleIT Agent:

(a) has satisfied all of the Eligibility Conditions:

(i) before the SettleIT Agent provides any SettleIT Services pursuant to this Agreement; and

(ii) on an ongoing basis during the term of its appointment,

(b) has secure access to the SettleIT Platform.

G3.3 **SettleIT Obligations**: When appointing a SettleIT Agent, SettleIT warrants and agrees that:

(a) it must ensure that the contract (or proposed contract) between it and the SettleIT Agent is consistent with all relevant terms of this Agreement; and

(b) it will be responsible and liable for all acts and omissions of the SettleIT Agent as if they were acts or omissions of SettleIT. The entry by SettleIT into a subcontract with a SettleIT Agent will not relieve SettleIT from liability for performance of its obligations to You.

G4 Ordering & Transaction Process

G4.1 You may, from time to time, request that SettleIT performs the SettleIT Services in respect of Your Customer Transaction. Your Customer Transaction request may be made online through the SettleIT Platform accessed via the SettleIT Search Platform.

G4.2 SettleIT (or the SettleIT Agent) may reject or accept Your Customer Transaction request in its sole discretion.

G4.3 SettleIT must notify you within 24 hours from receipt of Your Customer Transaction request whether the request has been accepted or rejected.

G4.4 You may cancel Your Customer Transaction request at any time before SettleIT provides notification of acceptance pursuant to clause G4.3 in respect of that request.

G4.5 If SettleIT accepts Your Customer Transaction request, SettleIT must provide the SettleIT Services in respect of Your Customer Transaction in accordance with this Agreement.

G4.6 SettleIT acknowledges and agrees that:

(a) the SettleIT Services may only be performed in respect of Your Customer Transactions as requested by You; and

(b) You will not be liable to pay any fees or charges (including the Fees) to SettleIT in connection with services performed by SettleIT in relation to any transaction:

(i) that is not Your Customer Transaction;

(ii) that You did not authorise SettleIT to perform; or

(iii) in respect of which a request for SettleIT Services was validly cancelled by you under clause G4.3.

G5 Client Acknowledgement

G5.1 You acknowledge and agree that:

(a) in performing the SettleIT Services and carrying out the Client Instructions, SettleIT is not providing legal advice to You, Your Customer or any other party to Your Customer Transaction;

(b) You are solely responsible for providing professional advice to Your Customers (including, but not limited to, legal advice);

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(c) You are solely responsible (at Your own cost) for obtaining access to, and use of, the LEAP Software, any other practice management systems, or the ELNO Platform (to the extent required by you).

G5.2 **Client Instructions**: You acknowledge and agree that:

(a) You are responsible for providing all Client Instructions, documents, consents or approvals as requested by SettleIT or otherwise necessary for SettleIT to complete Your Customer Transactions and You undertake to review, verify and approve the Client Instructions in respect of the SettleIT Services as requested by SettleIT from time to time;

(b) You will use Your best endeavours to ensure that all Client Instructions are true and correct to the best of Your knowledge and belief;

(c) SettleIT will not verify, review or amend the Client Instructions and is entitled to rely on the accuracy and completeness of the Client Instructions provided by You;

(d) all requests and any Client Instructions in respect of a request must be provided in writing by You through the SettleIT Platform only;

(e) you must not provide requests, Client Instructions or otherwise communicate with SettleIT or a SettleIT Agent other than through the SettleIT Platform;

(f) You must not accept SettleIT Services from a SettleIT Agent that are not provided through the SettleIT Platform.

(g) You are responsible for providing the correct details of SettleIT's trust account to any entity seeking to deposit funds into our trust account for a related Customer Transaction. SettleIT excludes all liabilty, and you release and indemnify SettleIT for any Loss or Claim suffered by any person arising directly or indirectly from:

(i) any failure by You to confirm the details of our trust account with SettleIT orally prior to making such deposit; or

(ii) the provision of incorrect SettleIT trust account details by You to the depositing entity.

G6 Client Data

G6.1 You consent to the Client Data being disclosed by SettleIT to:

(a) SettleIT Agents;

(b) PEXA or any other Electronic Lodgement Network Operator;

(c) relevant government agencies,

for the purposes of providing the SettleIT Services and completing Your Customer Transactions, provided that such disclosures must be made in accordance with all Laws and the terms of this Agreement.

G7 Termination

G7.1 If this Agreement is terminated:

(a) unless otherwise directed by You, SettleIT (and the SettleIT Agent) will continue to perform all outstanding requested SettleIT Services which it has already commenced performing in accordance with the terms of this Agreement; and

(b) where directed by You, SettleIT must promptly transition the performance of the SettleIT Services to any person at Your Cost nominated by You (including providing all necessary co-operation and assistance reasonably required by You).

G7.2 You acknowledge and agree:

(a) where clause G7.1(a) applies, You will be liable to pay all Fees paid or accrued in respect of outstanding requests completed in accordance with G7.1(a);

(b) where clause G7.1(b) applies, You will be liable to pay all Fees paid or accrued up to the date of such termination or expiry, and any reasonable fees incurred by SettleIT in the course of handing over the file relating to Your Customer Transactions to a new settlement agent.

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G8 Liability

G8.1 Subject to the limitation of liability set out in the Agreement, SettleIT indemnifies You against any and all Loss that You suffer or incur directly as a result of:

(a) any failure by SettleIT or the SettleIT Agent to provide the SettleIT Services in accordance with all applicable Laws;

(b) any action taken against You by a Regulator in connection with any act or omission by SettleIT or the SettleIT Agent in its performance of the SettleIT Services;

(c) any failure by SettleIT or the SettleIT Agent to follow or complete Your Customer Transaction in accordance with the Client Instructions as provided by You.

G8.2 SettleIT excludes all liability (however arising), and You release and indemnify SettleIT from any Loss or Claim arising from or in connection with:

(a) any requests, Client Instructions or communications provided by You outside of the SettleIT Platform;

(b) any resultant service provided by a SettleIT Agent provided outside of the SettleIT Platform; and

(c) any errors contained in Client Instructions as provided by You;

(d) for any settlement which is delayed past the booked settlement time, any failure by the Client to obtain a further Final Search or to give adequate and proper instructions to SettleIT arising from the information contained in that further Final Search.

G9 Definitions

G9.1 The following capitalised terms have the meaning given below:

ARNECC means the Australian Registrars National Electronic Conveyancing Council.

Client Authorisation has the same meaning given to it under the *Electronic Conveyancing National Law* and means the authorisation provided by You to SettleIT (as a Subscriber) to do one or more things on Your behalf in connection with the Conveyancing Transaction so that the Conveyancing Transaction, or part of the Conveyancing Transaction, can be completed electronically.

Client Instructions means directions, instructions and Client Data provided by You in relation to the SettleIT Services set out at clause G2.1 and other reasonable directions provided by You in connection with the performance of the SettleIT Services and Your Customer Transaction, including any approvals given under clause G5.2.

Conveyancing Transaction has the same meaning as given to it in the *Electronic Conveyancing National Law*.

Electronic Conveyancing National Law or **ECNL** means the *Electronic Conveyancing (Adoption of National Law) Act 2012*.

Electronic Lodgement Network has the same meaning given to it under the *Electronic Conveyancing National Law*.

Electronic Lodgement Network Operator or **ELNO** has the same meaning given to it under the *Electronic Conveyancing National Law*.

Eligibility Conditions means the following conditions that must be met by a SettleIT Agent:

(a) the SettleIT Agent must have a valid solicitor practicing certificate or conveyancing licence in the State or Territory in which the SettleIT Agent resides (or where the SettleIT Agent is not an individual, the SettleIT Agent has Personnel who have a valid solicitor practicing certificate or conveyancing licence in the State or Territory in which such Personnel reside);

(b) the SettleIT Agent must have all insurances necessary or desirable for the SettleIT Agent to be able to lawfully perform the Services, as required by their professional body or set out by the Electronic Lodgement Network Operator pursuant to the ARNECC Participation Rules of the relevant State or Territory;

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(c) the SettleIT Agent must have a valid participation agreement (or similar agreement) to be able to access and use the PEXA Platform or equivalent Electronic Lodgement Network Operator as a Subscriber for the purposes of performing the Services.

(d) the SettleIT Agent must hold and maintain evidence to support the Conveyancing Transaction for seven years from the date of registration of the document.

Identity Agent has the meaning given to that term under the Participation Rules.

Participation Rules means the Model Participation Rules published by ARNECC pursuant to the ECNL as may be amended from time to time and as may be implemented in each State or Territory.

Prescribed Requirement has the meaning given to that term under the Participation Rules and means any published requirement of the Registrar that Subscribers are required to comply with.

Registrar has the meaning given under applicable conveyancing laws of the participating and relevant jurisdiction.

Regulator means any court, governmental body or regulatory or supervisory authority having authority over all or any part of the SettleIT Agent's obligations under this Agreement.

Representative has the meaning given under the Participation Rules and means the Australian legal practitioner, law practice or licensed conveyancer named in the Client Authorisation who acts on Your behalf and under the relevant legislation of the Jurisdiction in which the property is situated can conduct a Conveyancing Transaction.

SettleIT Platform means the web-based application made available by SettleIT enabling You to access information relating to Your Customer Transactions, for the purposes of providing Client Instructions and enabling SettleIT to perform the SettleIT Services.

SettleIT Services means the services described in clause G2.1.

Subscriber has the meaning given to that term under the ECNL and means a person who is authorised under a participation agreement to use an ELN to complete Conveyancing Transactions on behalf of another person or on their own behalf.

Your Customer means your client being the person named in the Client Authorisation.

Your Customer Transaction means a Conveyancing Transaction for which You have submitted a request via the SettleIT Platform for SettleIT to perform the SettleIT Services.

PART H Financial Disclosure

[Inserted 9 February 2024]

You acknowledge and agree that any access and use of Financial Disclosure is also subject to the relevant terms applicable to Permitted Users of the Linked Services set out in the Third Party Terms, located here https://infotrack.com.au/legal/ThirdPartyTerms. Capitalised words have special meanings and are defined in these InfoTrack Product Terms or in the InfoTrack General Terms.

H1 Linked Services

H1.1 Financial Disclosure is a service offered by InfoTrack that allows Your Permitted Users to refer their clients (**End Users**) to various Third Party Suppliers who provide automated data retrieval, automated import and electronic document sourcing services usually associated with the financial disclosure requirements in a property settlement, maintenance, child support, financial enforcement proceedings or similar (together, the **Linked Services**).

H1.2 You may refer Your End Users to Financial Disclosure to use the Linked Services to obtain bank statements from banks and credit unions in Australia, income and expense verification and living expense analysis reports, bank feeds and transaction categorisation, and credit reports and scores (**data and documents**) as part of their financial disclosure requirements.

H1.3 Once Your End User obtains data and documents through the Linked Services You will receive a notification from Us advising You that Your client's data and documents are ready to be downloaded. Data and documents must not be stored in Financial Disclosure. Financial Disclosure does not offer data

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and document storage services or cloud storage services or any form of digital storage. All data and documents obtained by Us on Your End User's behalf should be downloaded by You and/or Your End User and stored securely on a platform that provides digital storage.

H1.4 The Linked Services 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 and your client proceed at your own risk to a Third Party Supplier website, application, or Linked Service.

H1.5 We do not warrant, and are not responsible for the Linked Services, any incorrect links to a Linked Service, any changes or updates to a Linked Service, any Linked Service being inaccurate, incomplete, not current or infringing the rights of any person, products, statements, or claims made by or about a Third Party Supplier, the actions or omissions of any Third Party Supplier, or any loss in connection with the Linked Services.

H1.6 You acknowledge and agree that InfoTrack does not provide the Linked Services, Third Party websites or any Third Party Supplier content, and is not responsible for compliance with applicable laws, rules and regulations specifically applicable to any Linked Service. Rather, the Linked Services, Third Party Supplier websites and Third Party Supplier content are provided to InfoTrack by Third Party Suppliers, in accordance with separate arrangements which InfoTrack has entered into with those Third Party Suppliers. You acknowledge that InfoTrack has no liability in relation to the Linked Services, Third Party Supplier websites or any Third Party Supplier content or any Laws governing the Linked Services, Third Party Supplier websites or Third Party Supplier content.

H2 Eligibility and Right of Access

H2.1 You are responsible for the security of your account with Financial Disclosure. You must not allow someone else to sign in or use your Financial Disclosure account. You must not disclose Your password to any other person. If You do not take reasonable steps to keep your Financial Disclosure account details safe, someone may sign in to your account. You are responsible for everything they do with your account. If you think someone has tried to access your Financial Disclosure account, You should change your password. If you still have concerns about the security of Your Financial Disclosure account, contact us.

H2.2 Subject to your payment of the Fees, InfoTrack grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access, use, remove, retain, and control your client's profile associated with Financial Disclosure and to download all data and documents obtained by Your End User through the Linked Services. We reserve all other rights not expressly granted herein.

H3 Warranty and Disclaimer

H3.1 You warrant that you will ensure your client complies with the End User Terms available here.

H3.2 To the extent permitted by law we provide Financial Disclosure on an "as is" basis and give no express or implied warranties or make any representation (and to the full extent permitted by law exclude all statutory warranties) for Financial Disclosure, the Linked Services, the InfoTrack Materials, Third Party Supplier websites or any Third Party Supplier content (including availability, security, performance, reliability or fitness for a particular purpose).

H3.3 Financial Disclosure may contain typographical, technical, photographic, or other errors, inaccuracies, or omissions, including related to descriptions, pricing, promotions, offers, and availability. We do not guarantee that Financial Disclosure is accurate, complete, or current. We have the right, but not the obligation to correct any errors, inaccuracies, or omissions. Financial Disclosure may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. We are not responsible for any delays, delivery failures, or other damages resulting from such problems. We reserve the right to change or update information, if any information on Financial Disclosure is inaccurate at any time without prior notice.

H3.4 You acknowledge and agree that InfoTrack does not provide the Linked Services, Third Party Supplier websites or any Third Party Supplier content. The Linked Services, Third Party Supplier websites and Third Party Supplier content are provided by Third Party Suppliers. You acknowledge that InfoTrack has no liability in relation to the Linked Services, Third Party Supplier websites or any Third Party Supplier content or any laws, rules or regulations governing the Linked Services, Third Party Supplier websites or Third Party Supplier content.

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H3.5 Whilst all materials and other information communicated to you via our licensors, suppliers, Third Party Suppliers, publishers, rights holders, or other content providers or our employees, contractors, agents, or representatives are provided in good faith and are believed to be accurate and current as at the date of publication, presentation, or communication, we provide no warranty or guarantee of accuracy or completeness. In addition, all such material is not intended as professional advice and must not be relied upon as such.

H4 Disputes

H4.1 Any complaints, disputes, inquiries or any other issues arising out of or in connection with your client's use of the Linked Services should be directed to the relevant Third Party Supplier. We are not responsible or liable for any interactions between you, your client and Third Parties. We are not responsible for disputes, claims, losses, injuries, or damages of any kind that might arise out of, or relate to, conduct of a Third Party Supplier, including your or your client's reliance upon any information provided by a Third Party Supplier.

PART I AML Services

8 October 2026

I1 AML Services

I1.1 The AML Services are the anti-money laundering and counter-terrorism financing compliance services made available by InfoTrack through the InfoTrack Platform, comprising:

(a) **KYC Check**: Where the customer is an individual:

(i) individual customer due diligence, being the collection and verification of information about an individual customer and the transaction;

(ii) VOI Services of the customer;

(iii) politically exposed person, sanctions, and adverse media screening, and rescreening against updated lists;

(**KYC Checks**).

(b) **KYB Checks**: Where the customer is a non-individual entity:

(i) **KYB Data Collection**: entity customer due diligence, being the collection and verification of information about a non-individual customer, its beneficial owners, and the persons who purport to act on its behalf; and the relevant transaction;

(ii) **Company Search**: perform an ASIC company search to determine the Ultimate Beneficial Owner of the transacting entity;

(iii) **Verification of Identify**: identity verification of the directors or individual ultimate beneficial owner of the transacting entities;

(iv) **PEPs & Sanctions**: politically exposed person, sanctions, and adverse media screening, and rescreening against updated lists of the directors or individual ultimate beneficial owner of the transacting entities,

(**KYB Checks**).

(c) **Risk Assessment**: KYC and KYB customer risk rating and risk profiling workflow;

(d) record keeping and audit trail functionality,

(**AML Services**).

I2 Reliance Agreement

I2.1 You may use the InfoTrack Reliance Agreement template (**Reliance Agreement**) or upload your own agreement. InfoTrack is not a party to any Reliance Agreement and does not advise on, or recommend,

which agreement method or form of agreement is appropriate for you. You are responsible for satisfying yourself that the agreement you use meets your obligations under the AML/CTF Act and Rules.

I2.2 By providing access to the Reliance Agreement, InfoTrack does not provide any legal or other professional advisory service. The Reliance Agreement is not a substitute for advice about your circumstances or a particular transaction. You should consider whether the Reliance Agreement is appropriate for your needs, obtain your own professional advice before executing a Reliance Agreement and satisfy yourself that your use of the Reliance Agreement meets your obligations under the AML/CTF Act and the AML/CTF Rules.

I2.3 InfoTrack does not warrant that the Reliance Agreement, or your use of the Reliance Agreement, satisfies any requirement of the AML/CTF Act or the AML/CTF Rules and accepts no responsibility for your compliance, or the compliance of the other party, with the AML/CTF Act or the AML/CTF Rules. To the maximum extent permitted by law, InfoTrack is not liable for any loss or damage, including loss caused by negligence, in connection with your use of the Reliance Agreement.

I3 AML Onboarding Report

I3.1 The information provided in the AML Onboarding Report comprised in the AML Services is compiled from various third party sources and is of a general nature and is not a substitute for professional advice.

I3.2 Whilst InfoTrack uses commercially reasonable efforts to ensure the information provided in the AML Services is up to date and current, InfoTrack does not warrant its accuracy, currency or completeness and is not liable for any loss or damage, including loss caused by negligence, in connection with the information contained in the AML Services.

The AML Services are subject to applicable Third Party Terms.

I4 Dow Jones

I4.1 The information in the PEPs and Sanctions section of the AML Services is curated exclusively from publicly available sources and is provided to assist with decision-making processes. Dow Jones does not warrant that the PEPs and Sanctions services include a complete or accurate archive of every individual or company mentioned or all news events. This is not an exhaustive source of information, and the database may not reflect all developments in a particular matter. Dow Jones does not imply any negative inferences about individuals or entities included in the database.

I4.2 Dow Jones PEPs and Sanctions information is confidential and intended for use by InfoTrack clients in accordance with the Third Party Terms applicable to the Dow Jones Risk Data.

I5 Risk Assessment

I5.1 Risk Ratings are derived from the AUSTRAC program starter kit risk assessment document versions dated 29 January 2026 and are subject to change as AUSTRAC updates its guidance. They should not be relied upon as the sole basis for decision-making. You should make your own determination regarding the risk assessment of any particular individual or organisation based on your AML compliance program.

I5.2 Vulnerabilities information is derived from the AUSTRAC program starter kit risk assessment document versions dated 29 January 2026.

I5.3 This Country of Residence risk rating is derived from the Public Edition of the Basel AML Index. The Basel AML Index is subject to change and should not be relied upon as the sole basis for decision-making. You should make your own determination regarding the risk assessment of any particular individual or organisation based on your AML compliance program.

I6 AML Policy Document

I6.1 The AML Policy document template is based on the AUSTRAC program starter kit policy document version dated 29 January 2026. The program starter kits are intended to be used as a complete package and have been designed for use by reporting entities who satisfy certain suitability criteria. Before using the program starter kits, reporting entities need to consider the suitability criteria and the information on the ‘Getting Started’ webpages.

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I7 Training Modules

I7.1 The information provided in the AML training modules (**Modules**) is provided by third party sources, is of a general nature and is not a substitute for professional advice.

I7.2 Whilst InfoTrack uses commercially reasonable efforts to ensure the information in the Modules is up to date and current, InfoTrack does not warrant the accuracy, currency or completeness of the Modules and is not liable for any loss or damage, including loss caused by negligence, in connection with the information contained in the Modules.

I8 Reliance Report

I8.1 A Reliance Report contains the outputs from the KYC Checks and KYB Checks (as applicable) performed by another reporting entity that is a party to the relevant transaction (**Providing Entity**), and made available to you through the InfoTrack Platform.

I8.2 A Reliance Report contains outputs only. It does not contain the KYC information the Providing Entity collected, or the data the Providing Entity used to verify that information (**Verification Data**), unless the Providing Entity separately releases that information and that data to you through the InfoTrack Platform.

I8.3 You must not rely on a Reliance Report for the purposes of paragraph 28(3)(c) or 28(3)(d) of the AML/CTF Act unless one of the following applies:

(a) you have a written agreement or arrangement with the Providing Entity that satisfies section 37A of the AML/CTF Act and section 6-29 of the AML/CTF Rules;

(b) you satisfy section 38 of the AML/CTF Act and section 6-31 of the AML/CTF Rules; or

(c) you and the Providing Entity participate in an arrangement that satisfies section 6-33 of the AML/CTF Rules,

(each a **Reliance Arrangement**).

I8.4 Before you rely on a Reliance Report, you must satisfy yourself that the Providing Entity is a reporting entity that is a party to the relevant transaction, and that your Reliance Arrangement with the Providing Entity remains in effect. InfoTrack does not verify either matter.

I8.5 InfoTrack is not a party to any Reliance Arrangement. InfoTrack transmits the Reliance Report between the Providing Entity and you. InfoTrack does not conduct customer due diligence on your behalf, does not determine whether reliance is appropriate to the money laundering, terrorism financing, and proliferation financing risk you face, and does not assess whether the Providing Entity complies with the AML/CTF Act or the AML/CTF Rules. InfoTrack does not warrant that a Reliance Report, or your use of a Reliance Report, satisfies any requirement of the AML/CTF Act or the AML/CTF Rules. You must make your own enquiries and satisfy yourself that your reliance on a Reliance Report meets your obligations under those laws.

I8.6 Receiving a Reliance Report does not discharge your obligations under the AML/CTF Act. You remain responsible for:

(a) establishing on reasonable grounds each of the matters in subsection 28(2) of the AML/CTF Act, and identifying the ML/TF risk of the customer under paragraph 28(3)(b);

(b) obtaining from the Providing Entity the KYC information and Verification Data that your Reliance Arrangement requires you to obtain, within the time that Reliance Arrangement requires;

(c) assessing your Reliance Arrangement at the intervals required by section 37B of the AML/CTF Act and section 6-30 of the AML/CTF Rules, and preparing a written record of each assessment within 10 business days after the day you complete it; and

(d) keeping records under Part 10 of the AML/CTF Act.

I8.7 Any risk rating or risk assessment shown in a Reliance Report is the assessment of the Providing Entity, made under the AML/CTF program of the Providing Entity and for the designated services the Providing Entity provides. It is not your assessment, it may not reflect the risk you face, and sections 37A and 38 of the AML/CTF Act do not permit you to rely on it in place of your own. You must make your own risk assessment.

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I8.8 You may use a Reliance Report only for the purpose of meeting your obligations under the AML/CTF Act and the AML/CTF Rules in respect of the customer to whom it relates. You must not use a Reliance Report for any other purpose, and must not disclose a Reliance Report to any person other than your personnel who require it for that purpose, your auditors, or as required by law.

I8.9 Clauses I3, I4 and I5 apply to a Reliance Report. To the maximum extent permitted by law, InfoTrack is not liable for any loss or damage, including loss caused by negligence, in connection with your reliance on a Reliance Report.

PART J Will Trace

[Last Updated 1 July 2024]

J1 Will Trace Services

J1.1 The 'Will Trace Service' is a service offered by InfoTrack that maintains a searchable index of Will Record provided by You and other participating Will Trace clients. By subscribing to the Will Trace Services, InfoTrack will:

(a) **Death Notices**: notify You when InfoTrack identifies any death notices that potentially match information in the Will Record about Your Testator;

(b) **Will Trace**: enable You to search for law firms that might hold a *Will* matching Your search criteria. Where InfoTrack is able to match your search criteria to a Will Record about which we hold a digital location record, InfoTrack will:

(i) where the Will Record is '*unlocked*': provide You with the contact details of the law firms that potentially hold a *Will* that matches to your search criteria; or

(ii) where the Will Record is '*locked*': we work directly with the law firms that potentially hold a *Will* that matches to your search criteria to request consent to unlock the record and to share its location with You, and:

(A) if consent is given, we will provide you with the contact details of the law firm via email and in 'Your Orders' dashboard within the Will Trace application; or

(B) if consent is not given, we will be unable to share the *Will* location record with You.

(**Will Trace Services**).

J1.2 **InfoTrack Promise**: In providing the Will Trace Services, InfoTrack promises:

(a) it will never view, upload or store any copies of Your Testator's will; and

(b) it will store the Will Record securely and implement information security controls designed to protect the Will Record from any unauthorised loss, disclosure or access.

J2 Privacy and Opting-Out

J2.1 To opt-out or cancel some or all of Your Testator's Will Record synchronising to, or being searchable via, the Will Trace Service, You acknowledge that You may:

(a) hide Will Record on an individual per Testator basis by going into Your 'Privacy Settings' within the Will Register at any time;

(b) hide Will Record for all of Your Testators by going into Your 'Privacy Settings' within the Will Trace Platform at any time; or

(c) contact the InfoTrack HelpDesk to request such a cancellation.

J2.2 Where You have 'opted-out' as set out in this clause J2, InfoTrack will promptly action such requests with due care and skill.

J3 Acknowledgements

J3.1 By using the Will Trace Services, You acknowledge and agree that:

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(a) You consent to Your Testator's Will Record:

(i) automatically synchronised from your practice management system (where enabled) to the Will Trace Platform, or

(ii) uploaded from a CSV file which a You created and uploaded to the Will Trace Platform,

(b) You consent to InfoTrack collecting, using, holding and disclosing the Will Record as described in clause J1.1 above for the purposes of providing the Will Trace Services;

(c) You have obtained all necessary consents and authorisations from the Testator or other relevant third parties to disclose the Will Record to InfoTrack for the purposes of the Will Trace Services and You will not provide any Will Record to InfoTrack unless such consent is obtained;

(d) if the Testator withdraws their consent to disclose their Will Record to InfoTrack, then You must promptly follow the 'opt-out' process for that Testator's Will Record as further described in clause J2 above;

(e) InfoTrack does not provide any legal advice or legal services, accounting or other professional services advice by providing You access to the Will Trace Services;

(f) You are responsible for verifying that the Will Record provided to InfoTrack is current, accurate and correct; and

(g) Your Will Trace Results may vary depending on:

(i) the accuracy of the information you input as your search criteria;

(ii) whether or not InfoTrack holds a digital Will Record for the *Will* that You are searching for;

(iii) whether there are multiple digital Will Records potentially matching your search criteria; and

(iv) the accuracy and completeness of the digital Will Record provided by participating Will Trace clients.

J4 Limitation of Liability

J4.1 You acknowledge and agree that, to the fullest extent permitted by Law:

(a) all terms, conditions or warranties are expressly excluded, and InfoTrack expressly disclaims any warranties that:

(i) the Will Record held within the Will Trace Platform is correct, accurate, complete, reliable, current, up-to-date or otherwise error-free;

(ii) the Will Trace Services will correctly, accurately, completely or reliably synchronise or upload the Will Record provided by You to the Will Trace Platform; and

(b) You hold InfoTrack harmless and InfoTrack excludes all liability arising from or in connection with any errors or omissions contained in the Will Record or Your use of the Will Trace Services.

J5 Definitions

J5.1 In this Part:

Testator means the testator of the relevant Will (usually Your client).

Will Record means testator name, testator date of birth, testator place and country of birth, date the will was last updated, date of death (if the testator is deceased) and the name of Your law firm.

Will Trace Platform is an InfoTrack System that is owned and hosted by InfoTrack and which may be used by Your Permitted Users for the purposes of accessing and using the Will Trace Services.

Will Trace Services has the meaning given to that term in clause J1.1.

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