

InfoTrack General Terms and Conditions (Services)

1. Definitions

'Authorised Purposes' means a purpose directly related to the Service provided that that purpose is not contrary to Law but does not mean data aggregation, data matching, marketing, compilation or mailing lists, list brokering, or any related purpose except to the extent that such data aggregation, data matching, marketing, compilation or mailing lists, list brokering or the like is required under Law (including any obligation under a court order);

'Business User Information' means a User's ABN and any relevant information relating to the User's business account required to assess User Default Risk, including account credit and payment history.

'Confidential Information' in relation to a party (**Disclosing Party**) means any information disclosed by the Disclosing Party to the other party (**Receiving Party**) under this Agreement that:

- (a) is by its nature confidential;
- (b) is designated by the Disclosing Party as confidential; or (c) the Receiving Party knows or ought to know is confidential, but does not include information that is:
 - (d) in the public domain otherwise than as a result of a breach of this Agreement;
 - (e) already known by the Receiving Party independently; or
 - (f) independently developed or obtained by the Receiving Party without breach of this Agreement.

'Court Sync Service' means the service described in clause 6.2.

'InfoTrack Go Services' means those products and services available at www.infotrackgo.com, www.infotrackgo.com.au and www.infotrackgo.co.uk.

'InfoTrack Website' means the content available at: www.infotrack.com.au.

'Insolvency Event' in relation to a party means the occurrence of any of the following:

- (a) a receiver, receiver and manager, liquidator, provisional liquidator, administrator or trustee is appointed in respect of that party or any of its assets;
- (b) an application is made to court or a resolution is passed or an order is made for the winding up or dissolution of that party;
- (c) that party proposes or takes any steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them; or
- (d) that party is declared or taken under any applicable law to be insolvent or that party's board of directors resolves that it is, or is likely to become at some future time, insolvent.

'Intellectual Property Rights' means all industrial and intellectual property rights both in Australia and throughout the world, whether now known or devised in the future, and for the duration of the rights including any patents, copyright, registered or unregistered trade marks or service marks, registered designs and commercial names and designations, circuit layouts,

database rights, and rights in relation to confidential information, insights, analytics and trade secrets, whether or not registered or registrable.

'Laws' means (whether in Australia or any other relevant jurisdiction) all laws, codes, guidelines and the like, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory and mandatory codes of conduct, writes, orders, injunctions, judgements and industry-wide non-statutory rules in force or as applicable from time to time.

'Price List' means the list of InfoTrack's product and service fees accessible from the InfoTrack Website, updated from time to time.

'Service' means the InfoTrack online system, InfoTrack Website, InfoTrack products, InfoTrack settlement, InfoTrack Go Services, Securexchange Services, VOI Services and other manual services and InfoTrack support, unless otherwise specified.

'Securexchange Services' means the services provided at www.securexchange.com.au.

'User' means an individual, entity or organisation authorised to use the Service.

'User Default Risk' means the User's inability to meet payment obligations as they become due and payable.

'VOI Services' means the WebVOI service and IDfy service provided on the InfoTrack Website and any other white labelled versions of the InfoTrack Website.

'Will Register Service' means the service described in clause 6.4.

2. Term

- (a) The User will be bound by the terms and conditions set out in this Agreement from the date that the User first accesses or uses the Services.
- (b) This Agreement will apply to all visitors, users, members, contributors and others who access the Services. Where such a person accesses the Services on behalf of an entity or organisation, that entity or organisation will be bound by this Agreement.

3. Updates to the InfoTrack Terms and Conditions (Services)

- (a) Users can, at any time, access the then-current, latest version of the InfoTrack Terms and Conditions (Services) through a hyperlink on the relevant web page(s) including but not limited to: www.infotrack.com.au, www.infotrackgo.com and www.securexchange.com.au.
- (b) InfoTrack may from time to time vary the conditions of this Agreement, including Attachment A, by giving notice (for example, by way of email or push notification) of such variation to the User. This may include the prices at which the Service is to be provided however InfoTrack agrees not to vary the prices more than once every six (6) months.
- (c) In accessing the Services, it will be taken that the User accepts the updated conditions.

4. InfoTrack responsibilities

- (a) InfoTrack provides the Services on a non-exclusive basis and nothing in this agreement prevents InfoTrack from providing services which are the same or similar to itself or to any third party.

- (b) InfoTrack will perform the Services:
 - (i) in a professional workmanlike manner
 - (ii) with due care, skill and diligence; and
 - (iii) in accordance with applicable Laws.
- (c) Where appropriate, engage suitably qualified third-party contractors for the provision of certain services, including but not limited to the SettleIT services.

5. User responsibilities

- (a) The User will:
 - (i) use the Services for the Authorised Purposes;
 - (ii) be responsible for Users' compliance with this Agreement (including any applicable client order forms);
 - (iii) use reasonable efforts to prevent unauthorised access to or use of the Services;
 - (iv) notify InfoTrack promptly if the User becomes aware of any possible or actual unauthorised access or use of the Services;
 - (v) ensure that the Users' use of the Services is in accordance with any applicable Laws;
 - (vi) accept all responsibility in relation to verifying data entered into any Service offered by InfoTrack, including, but not limited to, client details, court orders, and dates;
 - (vii) be responsible for verifying data has correctly synchronised with integrated platforms such as government websites and third-party software.
- (b) The User will not;
 - (i) make the Services available to any person other than as specified in the client order form;
 - (ii) commercialise the Services;
 - (iii) use the Services to store or transmit illegal materials or malicious code.
 - (iv) use the Services in any way that may be illegal, obscene, threatening, defamatory, invasive of privacy, infringing intellectual property rights or otherwise injurious to third- parties.
 - (v) submit or upload any content containing viruses, political advertising, commercial solicitation, mass mailings, or any form of spam or any information or program that may damage the operation of anyone else's computer.
 - (vi) use a false e-mail address, impersonate any person or entity, or otherwise mislead anyone as to the Customer's origin (except to the extent that InfoTrack permits the use of a pseudonym, moniker, or Customer name).

- (c) The User warrants that all information that the User provides to InfoTrack may be used by InfoTrack in providing the Services without breaching or infringing:
- (i) any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
 - (ii) any law of defamation, obscenity or contempt of any court;
 - (iii) any law concerning privacy; or
 - (iv) any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance).
- (d) Certain government departments and agencies impose terms and conditions and limitations of liability in respect of the obtaining and use of information and searches from those departments and agencies. The User agrees to comply with the terms and conditions of supply and use imposed by any relevant government departments and agencies from time to time, including those located at:
<https://www.infotrack.com.au/wp-content/uploads/InfoTrack-Data-Provider-Terms.pdf>

6. Product specific terms and conditions

6.1 Securexchange

- (a) It is a condition precedent to InfoTrack providing the Securexchange Services that the User has registered with InfoTrack and provided all information required by InfoTrack in accordance with the forms and instructions for registration on <https://www.securexchange.com.au>.
- (b) InfoTrack Guarantee
- (i) Without limiting any other clause in this Agreement, subject to clause 6 (b) (iv) InfoTrack guarantees up to A\$500,000 per Relevant Transaction (“the InfoTrack Guarantee Amount”) in circumstances where:
 - A. the User has correctly and in good faith transferred funds to the applicable trust account, details of which were entered by the User in Securexchange and verified by InfoTrack; and
 - B. the funds are for a Relevant Transaction as defined by 6.1(b)(v) below; and
 - C. funds are lost due to third party intervention.
- (Eligibility Criteria)**
- (ii) When making a claim, InfoTrack reserves the right to assess a User’s claim against the Eligibility Criteria, request relevant documents and conduct its own investigation. The decision of InfoTrack in all matters is final.
 - (iii) InfoTrack reserves the right to modify or withdraw all or any part of the InfoTrack Guarantee at any time.
 - (iv) For Relevant Transactions dated on or after 1 July 2021, the InfoTrack Guarantee Amount is up to and capped at A\$1,000,000 per Relevant Transaction.

- (v) For the purposes of this clause 6.1, a Relevant Transaction is defined as a transaction involving an authorised and verified party sharing or requesting financial information from an invited party, or otherwise utilising the funds transfer feature provided as part of the Securexchange Services.

6.2 Court Sync Service

- (a) Court Sync is a service offered by InfoTrack that downloads and synchronises court files and provides electronic lodgement of court documents within a User's practice management system.
- (b) By using Court Sync, you agree to be bound by terms and conditions provided by the Federal Court of Australia, the Federal Circuit Court of Australia, the Family Court of Australia and the New South Wales Department of Communities and Justice, located at:
 - (i) www.comcourts.gov.au;
 - (ii) www.fedcourt.gov.au;
 - (iii) www.federalcircuitcourt.gov.au;
 - (iv) www.familycourt.gov.au;
 - (v) www.onlineregistry.lawlink.nsw.gov.au; and
 - (vi) www.justice.nsw.gov.au,as updated from time to time.
- (c) By using Court Sync, you agree and acknowledge that InfoTrack may access the Commonwealth Courts Portal and the NSW Online Registry to retrieve, store and upload data on your behalf. All documents are encrypted and stored within a secure environment.
- (d) InfoTrack makes no representation or warranty as to the accuracy, currency, reliability or completeness of data provided by the Commonwealth Courts Portal, the NSW Online Registry, or any data entered by Users into the Court Sync service.
- (e) InfoTrack accepts no liability for use of the Court Sync content or service. By using this service, the User holds InfoTrack harmless for any and all liability arising out of the User's use of the Court Sync service. The User acknowledges that any use of the Court Sync service is entirely at the User's own risk and the User acknowledges and agrees that it is the User's responsibility to verify any data.
- (f) To "unsync" a court case or file:
 - (i) Open Court Sync screen;
 - (ii) Click "Settings";
 - (iii) Select the "Edit/Unsync File" button;
 - (iv) Select file/s; and
 - (v) Click "Done".

6.3 Verification of Identity (VOI) Services

- (a) InfoTrack offers VOI Services which require Users to upload copies of primary and secondary identity documents (VOI records). All VOI records are stored in a secure container in an offline state by InfoTrack.
- (b) Users may request that InfoTrack permanently delete their VOI records. InfoTrack will charge a service fee for performing this service. Users acknowledge that charging a fee is reasonable as the deletion of VOI records is a manual process undertaken by InfoTrack.
- (c) The service fee mentioned in clause 6.3(b) can be found in our Price List. InfoTrack reserves the right to change this fee at any time.

6.4 Will Register Service

- (a) Will Register is a service offered by InfoTrack that automatically synchronises the Will Information from your practice management system (where enabled), or from a CSV file which a User has created and uploaded via the InfoTrack Website.
- (b) The Will Register uses the Will Information to assist Users in locating a will when acting in a probate matter by:
 - (i) notifying when InfoTrack identifies any death notices that potentially match Will Information about your Client in the Will Register;
 - (ii) unless you have opted out, enabling other subscribed Users to search the Will Register for the purpose of locating a will which you may hold and contacting your firm to initiate probate opportunities;
 - (iii) unless you have opted out; enabling InfoTrack to forward you enquiries from other subscribed Users about a will you might hold,

(Will Register services)

- (c) InfoTrack accepts no liability for use of the Will Register service. By using this service, the User holds InfoTrack harmless for any and all liability arising out of the User's use of the InfoTrack Will Register service. The User acknowledges that any use of the Will Register service is entirely at the User's own risk and the User acknowledges and agrees that it is the User's responsibility to verify any data.
- (d) It is the User's sole responsibility to ensure that they have all the permissions and full authority from their client or other relevant third parties to provide their Will Information to InfoTrack for the purposes of the Will Register service. The User agrees that the Will Information provided to InfoTrack on behalf of their client is correct. If the User does not have permission from their client to provide their Will Information to InfoTrack, then their client's Will Information must not be provided. The User agrees that if they do not have the requisite permissions they shall indemnify InfoTrack from all claims of whatever nature by any party arising directly or indirectly due or associated with provision of such Will Information. InfoTrack shall not check or verify whether the User has the requisite authority from their client.
- (e) To cancel their ongoing use of, and stop their Will Information syncing to, the Will Register service, the User agrees that they must either hide all of their Will Information or contact the InfoTrack HelpDesk to request such a cancellation.
- (f) In this clause, **Will Information** means testator name, name of your law firm, testator place of birth, and the date the will was last updated.

7. Payments and Charges

7.1 InfoTrack services

- (a) For the purpose of this clause 7.1, "Service" and "Services" excludes InfoTrack Go Services.
- (b) All charges are payable net thirty days from date of a tax invoice, or as otherwise specified by InfoTrack at its discretion.
- (c) InfoTrack reserves the right to retain service fees where a search result is cancelled, or the search result is NIL. Each refund is assessed based on its own merits and requires the relevant Authority to refund the applicable charges.
- (d) If the User defaults in paying any amounts due and payable in accordance with paragraph (b), InfoTrack reserves the right at its sole discretion, without limiting InfoTrack's other rights and remedies under this Agreement:
 - (i) to suspend access to the Service until such amounts are received in full; and
 - (ii) if payment is not made within 14 days of the due date specified in the tax invoice, to cease providing you access to the Service and terminate this Agreement with immediate effect.
- (e) If any amounts are due and payable but not received by InfoTrack within thirty (30) days from the date on which such amounts fall due (as specified in the order form), then, at InfoTrack's sole discretion, we may;
 - (i) terminate this Agreement (and any applicable client order form) immediately; and
 - (ii) transfer the right to receive, recover or pursue such amounts to a third party and the User will be liable to InfoTrack and/or the third party for any associated costs until such time as such amounts are paid in full to such third party;
- (f) In addition to 7.1(e) above, if:
 - (i) any amounts are due and payable but not received by InfoTrack within sixty (60) days from the date on which such amounts fall due (as specified in the order form) and
 - (ii) the amount owed is over \$150.00, and
 - (iii) InfoTrack has requested payment of the debt either in person (for example by phone call) or in writing (for example, by sending an email or letter to the details the User provided on the order form) or is unable to contact the User

then, at InfoTrack's sole discretion, InfoTrack may notify a commercial credit reporting agency and provide the User with notice of InfoTrack's intent to do so.
- (g) Users acknowledge and agree that InfoTrack may provide Business User Information to a commercial credit reporting agency, such as Creditor Watch Pty Ltd (ABN 80 144 644 244), for the purpose of assessing User Default Risk throughout the term of this Agreement.

7.2 InfoTrack Go Services

- (a) For the avoidance of doubt, this clause 7.2 applies to InfoTrack Go Services only.
- (b) Certain aspects of the InfoTrack Go Service may be provided for a fee or other charge. If you elect to use paid aspects of the InfoTrack Go Service, you agree to the pricing and payment listed on the InfoTrack Go Service which we may update from time to time. InfoTrack Go Service may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.
- (c) All charges are payable upfront upon check-out or as otherwise specified by InfoTrack at its discretion.
- (d) All charges will be conducted in Australian Dollars (AUD) at the current market exchange rate, as determined by InfoTrack, excluding any applicable fees and charges.
- (e) If the User defaults in paying any amounts due and payable in accordance with paragraph 7.1, InfoTrack reserves the right at its sole discretion, without limiting InfoTrack Go's other rights and remedies under this Agreement:
 - (i) attempt to retry a payment up to three times; or
 - (ii) suspend access to the InfoTrack Go Service until such amounts are received in full.
- (f) All sales/orders are final.
- (g) InfoTrack reserves the right to retain fees and charges where a search result is cancelled, or the search result is nil. In this case, a request for a refund is assessed on its own merits and requires the relevant Authority to refund the applicable charges. InfoTrack's decision is final.
- (h) You may cancel your InfoTrack Go account at any time; however, there are no refunds for cancellation. In the event that InfoTrack suspends or terminates your account or this Agreement, you understand and agree that you shall receive no refund or exchange for any credits, any content or data associated with your account, or for anything else.

7.3 Court Sync Services

- (a) For the avoidance of doubt, this clause 7.3 applies to Court Sync Services only.
- (b) By using the Court Sync service, the User agrees they will be charged the following fees:
 - (i) An upfront fee charged per File selected for syncing with the relevant practice management system;
 - (ii) A filing fee of charged per electronic lodgement of court documents from the User's practice management system; and
 - (iii) A recurring monthly activity fee charged per File, payable only while the sync is active and the User files court documents or receives updated information from the Commonwealth Courts Portal or the NSW Online Registry including, but not limited to, changes to court events and orders, documents filed or parties.

- (c) Filing fees for the electronic lodgement of court documents through Court Sync do not include the cost of court filing payable to the respective courts of Australia.
- (d) All orders of Court Sync Services are final.
- (e) The fees mentioned in clause (b) can be found in our Price List and will be added to a User's monthly invoice in accordance with clause 7.1. InfoTrack reserves the right to change these fees at any time.
- (f) Users may cancel Court Sync Services above at any time by un-syncing a File as per clause 6.2 above; however, there are no refunds for cancellation.
- (g) For the purpose of this clause, "File" means a court case or file within the relevant court systems specified in clause 6.2(b) above.

8. Payment information

- (a) All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the InfoTrack Service and/or InfoTrack Go Service must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, direct debit or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the InfoTrack Service and/or InfoTrack Go Service at the prices in effect when such charges are incurred.

9. Taxes

- (a) Subject to clause 10 in relation to GST only, InfoTrack fees do not include any taxes, duties or charges imposed or levied in Australia or overseas (collectively, **Taxes**) in connection with this Agreement and its performance.
- (b) If InfoTrack have a legal obligation to pay or collect any Taxes on the Users' behalf or arising under paragraph (a), the User agrees that InfoTrack can invoice such amounts to the User, unless the User provides InfoTrack with an authorised tax exemption certificate from the appropriate taxing authority.

10. GST

- (a) Any consideration or amount payable under this Agreement (including any nonmonetary consideration) (**Consideration**) is exclusive of GST.
- (b) If GST is or becomes payable on a Supply made under or in connection with this Agreement, an additional amount (**Additional Amount**) is payable by the party providing consideration for the Supply (**Recipient**) equal to the amount of GST payable on that Supply as calculated by the party making the Supply (in this clause 10 only, the **Supplier**) in accordance with the GST Law.
- (c) The Additional Amount payable under paragraph 10(b) is payable at the same time and in the same manner as the Consideration for the Supply.
- (d) If for any reason the amount of GST payable on a Supply varies from the Additional Amount payable by the Recipient under paragraph (b):
 - (i) the Supplier must provide a refund or credit to the Recipient, or the Recipient must pay a further amount to the Supplier, as appropriate;
 - (ii) the refund, credit or further amount (as the case may be) will be calculated by the Supplier in accordance with the GST Law; and

- (iii) the Supplier must notify the Recipient of the refund, credit or further amount within 10 Business Days after becoming aware of the variation to the amount of GST payable. Any refund or credit must accompany such notification and the Recipient must pay any further amount within 5 Business Days after receiving such notification, as appropriate. If there is an Adjustment Event in relation to the Supply, the requirement for the Supplier to notify the Recipient will be satisfied by the Supplier issuing to the Recipient an Adjustment Note within 10 Business Days after becoming aware of the occurrence of the Adjustment Event.
- (e) Despite any other provision in this Agreement:
 - (i) if an amount payable under or in connection with this Agreement (whether by way of reimbursement, indemnity or otherwise) is calculated by reference to an amount incurred by a party, whether by way of cost, expense, outlay, disbursement or otherwise (**Amount Incurred**), the amount payable must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Amount Incurred; and
 - (ii) no Additional Amount is payable under paragraph (b) in respect of a Supply to which s 84-5 of the GST Law applies.
- (f) Any reference in this clause to an Input Tax Credit to which a party is entitled includes an Input Tax Credit arising from a Creditable Acquisition by that party but to which the Representative Member of a GST Group of which the party is a member is entitled.

11. Licence

- (a) In using the Services, the User grants to InfoTrack a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with the InfoTrack Privacy Policy). The User can end this license anytime by deleting their account.

12. Warranty

- (a) Both parties warrant that they have the capacity, power and authority to enter into and perform this Agreement and have obtained all necessary approvals, consents and authorisations to enable it to do so.
- (b) To the maximum extent permitted by applicable law, InfoTrack provide the Services to the User on an "as is" basis and InfoTrack does not make or give any express or implied representations, conditions or warranties in relation to the Services, including InfoTrack do not warrant that the Services will operate uninterrupted, be free from defects or viruses or meet the Users' requirements.
- (c) Without limiting paragraph (b), the User acknowledges that:
 - (i) InfoTrack does not provide any legal advice or legal services, accounting or other professional services advice by providing the User access to the Services;
 - (ii) InfoTrack does not warrant or represent the accuracy, currency or quality of any legal or accounting information, any data provided by the User or any other information practice guides, legal forms, precedents, letters or documents which are provided as examples only and on the basis that the User is suitably qualified (or working under the direction of suitably qualified personnel) and will not rely on such documents;

- (iii) InfoTrack does not warrant or represent the accuracy, currency, reliability or completeness of data provided by integrated platforms such as government websites and third-party software;
- (iv) InfoTrack does not warrant the accuracy or timeliness of searches provided by any government department or agency or other third-party provider;
- (v) InfoTrack does not warrant or represent that the Services can be accessed or operate without defects, data corruptions, software failures or performance degradation caused by viruses or by other software or components on the Users' or third-party hardware that may interfere with the Software (including any third party internet networks); and
- (vi) InfoTrack do not warrant or represent that any of data supplied by the User and hosted on InfoTrack servers is secure, can be accessed uninterrupted or will be free from defects and viruses or will be stored, hosted or accessed without any loss or damage, data corruption, software failures or degradation.

13. Liability

- (a) The Users' sole and exclusive remedy for InfoTrack's breach of any statutorily implied warranties, conditions or guarantees which cannot lawfully be excluded is, to the extent legally permitted, limited to, at InfoTrack's option, either providing those Services again or paying the cost of providing those Services again in respect of which the breach occurred.
- (b) To the maximum extent permitted by applicable law, InfoTrack excludes and will not be liable for any loss of revenue, business, anticipated savings or profits, loss of goodwill, loss of any data provided by the User to InfoTrack or for any indirect or consequential loss arising out of or relating to the Services or this Agreement (including any applicable client order form).
- (c) To the maximum extent permitted by applicable law, InfoTrack's liability arising under or in connection with this Agreement which is not otherwise excluded by paragraphs (a) and (b), is limited, in the aggregate, to the amounts paid or payable by the User to the service fees charged for the particular service to which such liability relates.
- (d) Our limitations and exclusions of liability as set out in this clause 13 apply regardless of the basis on which the relevant liability arises, whether in contract, tort (including negligence), equity, breach of statutory duty or otherwise.

14. Users, password and user manuals

- (a) InfoTrack shall issue the User with a User ID and Password allowing access to the Services. The User is responsible for the acts of its own employees and contractors and, without limitation must ensure that it protects the secrecy of any passwords issued to the User and controls the use of the Services by its employees and contractors. The User is responsible for all charges incurred on the User's account (and will pay such amounts as invoiced by InfoTrack as if such amounts were incurred by the User).
- (b) Where the User requests in writing that InfoTrack cancel a particular password or account, InfoTrack will use its reasonable endeavours to cancel that password or account as soon as practicable in normal business hours following receipt of that request.

- (c) The User must notify InfoTrack of any actual or suspected loss, theft or unauthorised use of the Service or passwords. InfoTrack is not liable for any activity or any unlawful or unauthorised access to the Service.

15. Additional Services, Upgrades and Enhancements

- (a) In introducing any additional services InfoTrack may add to or vary the conditions of this Agreement as they apply to those additional services by notification on-screen or by written notice to the User of variation to the terms and conditions of this Agreement. Usage of the additional services by the User after such notification shall be taken as agreement by the User to be bound by the conditions so displayed or notified.
- (b) From time to time InfoTrack may, at its sole discretion modify, upgrade, enhance or alter the Services at its sole discretion. All such modifications, upgrades, enhancements or alterations shall also be governed by the terms of this Agreement unless otherwise specified by InfoTrack.

16. Restrictions

- (a) Subject to the terms of this Agreement, we grant you a non-exclusive, nontransferable, revocable, limited licence to access and use the Software for the Term of this Agreement solely for your internal business purposes.
- (b) InfoTrack is the sole and exclusive owner of all right, title and interest (including all Intellectual Property Rights) in or in relation to the Services or any materials provided by InfoTrack under this Agreement.
- (c) InfoTrack is the owner of the copyright in the compilation of the information used to supply the Services, and in the reports supplied to Users when using InfoTrack's Services. InfoTrack has developed information technology, software and documentation that it may use to provide the information services to Users, and InfoTrack has copyright and other rights in those items. The User will not copy them, modify them, adapt them, reverse engineer them or infect them with viruses.
- (d) Except as permitted under this Agreement, the User must not, nor must the User authorise any third party to:
 - (i) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Service to a third party;
 - (ii) use the Service for any illegal purpose, or in violation of any laws (including without limitation data, privacy and export control laws);
 - (iii) interfere with any license key mechanism in the Service or otherwise circumvent mechanisms in the Service intended to limit your use;
 - (iv) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code of the components of the Service or reproduce all or any portion of the said components; and
 - (v) redistribute content from the Service (unless the content is specifically made for redistribution), without the written consent of InfoTrack, other than to the extent necessary to view the material as permitted by law.

17. Privacy

- (a) InfoTrack collects personal information in accordance with its Privacy Policy, available on the InfoTrack Website and updated from time to time. By using the InfoTrack services User acknowledges that it has read, understood and agrees to InfoTrack Privacy Policy.
- (b) You must ensure that when you collect, use, disclose, transfer or otherwise handle Personal Information in relation to the Services or your obligations under this Agreement, you comply at all times with applicable Privacy Laws, procure that Users comply with applicable Privacy Laws, and not do anything with the handled Personal Information that will cause us to breach our obligations under Privacy Laws..

18. Confidential Information

- (a) The Receiving Party may only use the Confidential Information of the Disclosing Party for the purposes of exercising its rights or performing its obligations under this Agreement.
- (b) The Receiving Party must keep confidential, and not disclose, the Confidential Information of the Disclosing Party, except as permitted under paragraph (d).
- (c) This clause extends to Confidential Information of a party provided to or obtained by the other party before the Commencement Date.
- (d) The Receiving Party may disclose Confidential Information of the Disclosing Party:
 - (i) to those of its personnel or any third party that need to know for the purposes of the Receiving Party exercising its rights or performing its obligations under this Agreement, provided that the Receiving Party uses its reasonable endeavours to ensure that such personnel or third parties keep the Confidential Information confidential in a manner consistent with the Receiving Party's obligation under this clause 18;
 - (ii) to those third parties that need to know for the purposes of monitoring and analysing the Disclosing Party's usage of the Software and to assist with improving the Services provided under this Agreement;
 - (iii) to the extent that disclosure is required by Law provided that the Receiving Party provides the Disclosing Party reasonable notice before any such disclosure and takes all reasonable steps to maintain that Confidential Information in confidence; or
 - (iv) with the prior written consent of the Disclosing Party.

19. Third Party Information

- (a) The InfoTrack Website may contain links to or provide information posted by, contributed to or advertised by third parties (Third Party Content). InfoTrack does not warrant the accuracy of any third-party content. The inclusion of such links or material is not an endorsement or recommendation by InfoTrack and InfoTrack accepts no liability for any Third-Party Content or for any loss or damage the Customer may suffer by accessing such websites or acquiring any goods or services from the suppliers of those websites or otherwise using or relying on Third Party Content.
- (b) The User agrees that the User will use its own expertise and judgment when considering any Third-Party Content and the Customer acknowledges that InfoTrack is not providing any advice or recommendation in respect of any products, services or other information.

20. Termination

- (a) Either party may terminate this Agreement for cause with immediate effect by providing written notice to the other party if the other party:
 - (i) commits a material breach of this Agreement that is capable of remedy and fails to remedy that breach within seven (7) days after receiving written notice identifying the breach and requiring the breach to be remedied;
 - (ii) commits a material breach of this Agreement that is not capable of remedy; or
 - (iii) is the subject of an Insolvency Event.
- (b) InfoTrack may terminate this Agreement for convenience at any time by providing at least 30 days written notice to you.
- (c) If this Agreement is terminated or expires:
 - (i) the Users' right to access or use the Services ceases; and
 - (ii) the User must immediately pay all outstanding amounts due and payable under this Agreement.
- (d) Any provision of this Agreement which, by its nature, would reasonably be expected to be performed after the termination of this Agreement, shall survive and be enforceable after such termination and termination of this Agreement does not affect any of InfoTrack or the Users accrued rights or remedies under this Agreement.

21. Force Majeure

InfoTrack shall not be liable for any delay, loss or damage (including consequential loss) caused to the User directly or indirectly by the unavailability of access to the Service caused by the failure of the User to comply with this Agreement, power or mechanical failure howsoever caused, delays or failures in telecommunication systems or in the transmission of information via the internet or any cause whatsoever outside the control of InfoTrack.

22. Entire Agreement

This Agreement and any client order form attached to or referred to herein constitute the entire agreement between the parties in respect of the Services and supersede all other negotiations, agreements or understandings whether written or oral relating to the supply of the Services.

23. Assignment and Notices

InfoTrack may by notice in writing to the User assign the benefits and obligations of this Agreement. Users may only assign this Agreement with the consent in writing of InfoTrack.

24. Severability

If a provision of this Agreement or a right or remedy of a party under this Agreement is invalid or unenforceable it is read down or severed only to the extent of the invalidity or unenforceability.

25. Governing Law

This Agreement (including all client order forms) are governed by the laws in force in New South Wales, and each party irrevocably and unconditionally submits to the exclusive jurisdiction of New South Wales and the courts that hear appeals from them.

