

# END USER TERMS

## eCompanies

### Currency

*These End User Terms are current from 1 July 2024.*

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## General

### 1. Terms

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- 1.1 These 'End User Terms' (**Terms**) contain the terms and conditions that govern your access to and use of the eCompanies Services and is made between InfoTrack Pty Limited ABN 36 092 724 251 (**InfoTrack, we, us or our**) and you or the entity you represent (**Client, You or Your**).
- 1.2 Third Party Terms are incorporated into these Terms by reference. Where there is any inconsistency between these Terms and any Third Party Terms, the terms and conditions of the Third Party Terms, shall prevail over these Terms to the extent of the inconsistency.
- 1.3 These Terms will commence on the earlier of:
  - (a) when You click an "I Accept" button or check box presented with these Terms;
  - (b) when You first use the eCompanies Services;(**Commencement Date**) and will continue until it expires or is terminated.
- 1.4 If You do not agree to these Terms, do not use the eCompanies Services.
- 1.5 You represent to us that You are lawfully able to enter into these Terms and You have legal authority to bind the organisation or entity You represent (such as the company You work for).

### 2. eCompanies Services

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- 2.1 **eCompanies Services:** The eCompanies Services comprises the InfoTrack Products and the Third Party Products, which may be accessed via the eCompanies Platform (together the **eCompanies Services**).
- 2.2 **InfoTrack Products:** The InfoTrack Products are supplied and licensed directly to You by InfoTrack in accordance with these Terms and are set out at Schedule 1 to these Terms.
- 2.3 **Third Party Products:** The Third Party Products that are supplied and/or licensed to You by Third Party Suppliers are set out at Schedule 2 to these Terms.
- 2.4 **Delivery:** eCompanies Services will be supplied to You either:
  - (a) by InfoTrack via the eCompanies Platform and/or via email; or
  - (b) directly to You by the Third Party Supplier.
- 2.5 **User Credentials:** InfoTrack will provide User Credentials to You to allow access to the eCompanies Platform.

### 3. Third Party Products

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- 3.1 **Third Party Terms:** When You order eCompanies Services that incorporate Third Party Products, You acknowledge and agree:
  - (a) that some Third Party Products are referred or brokered to You via the eCompanies Platform and provided or licensed directly to You by a Third Party Supplier;
  - (b) that some Third Party Products are provided to You by InfoTrack on behalf of a Third Party Supplier;
  - (c) We act on behalf of and as agent for each Third Party Supplier to:
    - (i) accept Your order and payment for the Third Party Products; and
    - (ii) to enter into the Third Party Terms, for the benefit of the Third Party Supplier;
  - (d) We also enter into the Third Party Terms for its own benefit and, as between You and InfoTrack, We may enforce the Third Party Terms;
  - (e) You appoint Us as Your broker and agent to act on Your behalf for the purposes of ordering Third Party Products, submitting End User Information, (where applicable) entering into the Third Party Terms with Third Party Suppliers and remitting payment to the Third Party Supplier on Your behalf;

- (f) Third Party Products are subject to Third Party Terms either:
  - (i) set out in Schedule 2 to these Terms; or
  - (ii) agreed directly between You and the Third Party Supplier and, where applicable, You agree a separate contract comprising the Third Party Terms is formed between You and the Third Party Supplier for Your use of and access to the Third Party Products;
- (g) InfoTrack incurs and pays Authority Fees to Third Party Suppliers in its capacity as a paying agent on Your behalf and may invoice You for such Authority Fees. Where You pay the Authority Fee to InfoTrack in advance, We hold the Authority Fee on bare trust for the benefit of the Third Party Supplier and will remit the Authority Fee to the Third Party Supplier on Your behalf;
- (h) We may charge You additional service fees for the Third Party Products for acting as Your broker and agent, accessing the eCompanies Platform and other services in connection with supplying the Third Party Products to You;
- (i) Your legal rights and remedies in connection with the provision of the Third Party Products You Order through the eCompanies Platform are against the Third Party Supplier and, except to the extent a Loss or Claim is directly caused by our breach of these Terms or Our negligence, are not against us. Except as provided under clause 8.1 and except to the extent directly caused by Our breach of these Terms or Our negligence, if any Third Party Supplier is unable to provide the Third Party Product for which You have contracted either at all, or to the requisite standard, Your remedies are against that Third Party Supplier and not against us; and
- (j) We may receive a commission, financial incentive, marketing affiliate fee or similar from Third Party Suppliers when You order a Third Party Product through Us.

3.2 **Business Registrations:** You appoint CNCNA Pty Ltd as Your 'Tax Agent' (Registered Tax Agent no 24803000) for the sole and limited purposes of submitting all relevant applications (including applications for ABN registration, GST registration and Tax File Number registration) with the Australian Tax Office. You agree that CNCNA Pty Ltd will be automatically removed as Your Tax Agent within 7 days of submitting the relevant applications.

## 4. eCompanies Services

- 4.1 **Access:** You must register for access to the eCompanies Services in Your personal capacity, and not on behalf of any other person (except where You register on behalf of a company, in which case You warrant You are the authorised representative).
- 4.2 **Licence:** InfoTrack grants You a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the eCompanies Services for Your personal and non-commercial use in accordance with these Terms.
- 4.3 **Restrictions:** Except as expressly permitted under the Terms, You are not authorised and will not, nor cause third parties to:
  - (a) **Disclaimers:** remove, alter or deface any registered or unregistered trademark, logo, copyright notices, disclaimers or other proprietary notice appearing on or in the eCompanies Platform or eCompanies Services;
  - (b) **Misuse and Damage:** interfere, damage, alter, misuse or gain unauthorised access to the eCompanies Services or otherwise interfere with the ability of any other user of the eCompanies Services;
  - (c) **Scraping:** data mine, scrape, crawl, aggregate, copy, extract or attempt to harvest (whether by any automated process, 'brute force attack' or otherwise) the eCompanies Services for any purpose, including setting up or adding to a database;
  - (d) **Reverse Engineer:** decompile, disassemble, translate, replicate or otherwise reverse engineer any part of the eCompanies Services;
  - (e) **No Transfer:** sublicense, sell, resell, commercialise, assign or transfer any right, title or interest (including any Intellectual Property Rights) in the eCompanies Services to any person;

- (f) **Copyright:** copy, reproduce, publish disclose, distribute, display, alter, modify or adapt the eCompanies Services or create a derivative work by combining eCompanies Services with other materials to create a new work;
- (g) **Direct Marketing:** use the eCompanies Services in any way in connection with Direct Marketing;
- (h) **Competition:** use the eCompanies Services in any way that competes with InfoTrack's business or the eCompanies Services;
- (i) **Misuse:** use the eCompanies Services in any way that would or may:
  - (i) constitute a misuse of any person's Confidential Information or infringe upon any person's rights (including Intellectual Property Rights);
  - (ii) breach any Laws or otherwise amount to a use or disclosure for unlawful purposes;
  - (iii) damage the reputation or goodwill of InfoTrack or otherwise be misleading, deceptive or defamatory; or
  - (iv) be intended to avoid incurring Fees or minimise the applicable Fees payable.
- (j) You must not store documents in the eCompanies Platform. The eCompanies Platform does not offer document storage services or cloud storage services or any form of digital storage. All documents sourced by us on Your behalf should be downloaded by You and stored securely on a platform that provides document storage.

4.4 We reserve the right to monitor Your use of the eCompanies Platform and the eCompanies Services.

4.5 **Affiliates:** You acknowledge and agree that:

- (a) the eCompanies Platform or eCompanies Services may be provided by any InfoTrack Affiliate; and
- (b) End User Information may be disclosed to InfoTrack's Affiliates in connection with these Terms, provided that InfoTrack remains solely responsible for the provision of the eCompanies Platform, eCompanies Services, and security of End User Information in accordance with these Terms.

## 5. End User Information

- 5.1 You are responsible for providing true, accurate and correct information about Yourself and any proposed company officeholders and shareholders, including Your contact details and Personal Information relating to any proposed company officeholders, shareholders or other business contact information (collectively, **End User Information**).
- 5.2 By submitting the End User Information to us, You:
  - (a) grant us a non-exclusive, royalty-free, transferable licence to collect, use and disclose the End User Information in order to provide the eCompanies Services to You, and for the purposes set out in our [Privacy Policy](#); and
  - (b) authorise InfoTrack to disclose the End User Information to Third Party Suppliers, InfoTrack's Affiliates and subcontractors for the limited purpose of providing the eCompanies Services to You.
- 5.3 You acknowledge and agree that we are entitled to rely on the accuracy and completeness of End User Information and we have no obligation to verify the accuracy or completeness of End User Information.

## 6. Privacy

- 6.1 In addition to these Terms, our [Privacy Policy](#) sets out in detail how we process Your Personal Information that You disclose to us and is incorporated into these Terms by reference.
- 6.2 You warrant that You will comply with all Privacy Laws in connection with any Personal Information collected, used, disclosed, stored or received in connection with Your access to and use of the eCompanies Services.
- 6.3 You agree that we may use, disclose, store and maintain End User Information and other Personal Information according to our [Privacy Policy](#) and these Terms, each as amended from time to time.
- 6.4 During Your use of eCompanies, we may collect information about how You use the eCompanies Platform and interact with the eCompanies Services and may use such information to modify, improve or enhance

the eCompanies Platform, eCompanies Services or Your ability to access and use the eCompanies Platform or eCompanies Services.

## 7. Fees

- 7.1 **Payment of Fees:** You must pay to InfoTrack all undisputed Fees in accordance with these Terms.
- 7.2 **Payment Terms:** You must pay for the eCompanies Services ordered through the eCompanies Platform at the time of placing an order. If the order is fulfilled and the credit card payment defaults, InfoTrack reserves the right to: (i) attempt to retry a payment up to three times; and/or (ii) suspend Your access to the eCompanies Services until such amounts are received in full.
- 7.3 **Payment by Credit Card:** InfoTrack reserves the right to charge a reasonable transaction fee where You elect to pay by credit card, which will be displayed at point of sale. InfoTrack, in its sole discretion, may elect to waive the transaction fee where You pay by direct debit.
- 7.4 **Third Party Suppliers:** A significant portion of the InfoTrack Products are reliant on Third Party Products sourced from Third Party Suppliers and are subject to the Third Party Terms and the Authority Fees. InfoTrack does not have any ability to control the Authority Fees charged by Third Party Suppliers, or any changes to those Authority Fees. In order to continue providing the InfoTrack Products, InfoTrack may be required to amend, from time to time, the Fees in order to reflect changes made to the Authority Fees, as set by the Third Party Suppliers.
- 7.5 **Fee Changes:** InfoTrack may increase the Fees as reasonably determined by InfoTrack without providing advanced notice. The adjusted Fees will be notified on the eCompanies Platform and also presented at the point of sale before completion of Your order.
- 7.6 **Cancelled Orders:** InfoTrack reserves the right to retain or charge the Fees where an order for the eCompanies Services is cancelled, or the search result is NIL where InfoTrack has reasonably incurred costs, charges or other fees charged by a Third Party Supplier. Any refund is assessed based on its own merits and requires the relevant Third Party Supplier to refund the applicable fees.
- 7.7 **GST:** All Fees quoted under these Terms will be exclusive of GST, unless expressly stated otherwise. If the supply of the eCompanies Services is subject to GST, You must pay to InfoTrack an additional amount equal to the relevant Fee multiplied by the applicable GST rate. Such additional amount is payable at the same time as the related Fee.

## 8. Disclaimers and Limitation of Liability

- 8.1 **Consumer Guarantees:** To the extent You acquire the eCompanies Services from us as a Consumer (as defined under the Australian Consumer Law, You may have certain rights or remedies that cannot be excluded, restricted or modified. Nothing contained in these Terms excludes, restricts or modifies the application of any provision, the exercise of any Consumer Guarantee, right of remedy, or the imposition of a liability under the Australian Consumer Law, the exclusion, restriction or modification of which would contravene that Law or cause any term of these Terms to be void.
- 8.2 **Client Acknowledgements:** Subject to clause 8.1, and except to the extent the following warranties cannot be excluded by Law, You acknowledge and agree that, to the fullest extent permitted by Law:
  - (a) the eCompanies Services are provided on an “as-is” and “as available” basis and all terms, warranties, representations, and conditions are expressly excluded, and InfoTrack expressly disclaims all express or implied terms, warranties, representations, and conditions in respect of the eCompanies Services, including that the eCompanies Services: will be merchantable, will be non-infringing, will meet Your requirements; are fit or suitable for Your intended purpose or use; will be compatible with, or suitable for use with, Your own software or applications; will be error-free, correct, accurate, complete, reliable, secure, current, up-to-date or otherwise (including any eCompanies Services sourced from Third Party Suppliers);
  - (b) InfoTrack does not provide any legal advice or legal services, accounting or other professional services advice by providing You the eCompanies Services. You should consider whether the eCompanies Services are appropriate for Your needs and seek professional advice where appropriate;
  - (c) access to the eCompanies Services is made available to You subject to these Terms;

- (d) You are solely responsible for ensuring, and must satisfy Yourself, that the eCompanies Services licensed to You meet Your needs; and
  - (e) the eCompanies 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 proceed at Your own risk to a third party website, application, or service.
- 8.3 **Remedies:** In the event of breach by InfoTrack of: (i) clause 8.2; or (ii) any warranties implied by Law and that cannot be excluded by Law (including the Consumer Guarantees where You are a Consumer), then InfoTrack's liability will at InfoTrack's sole discretion be limited to InfoTrack:
- (a) using commercially reasonable efforts to modify, correct or provide access to the relevant eCompanies Services;
  - (b) re-supplying the eCompanies Services to You;
  - (c) reimbursing to You the relevant Fees paid by You (where applicable) for the provision of the eCompanies Services; and/or
  - (d) waiving payment of any Fees for the re-supply of the eCompanies Services to You.
- 8.4 **Limitation of Liability:** Other than the obligations to pay the Fees, to the extent permitted by Law, each Party's maximum aggregate liability to the other Party or any other person (including any Affiliate of the Party) for all and any Claims or Losses (in aggregate) howsoever arising in connection with these Terms (including in equity, contract, tort or negligence) whether directly or indirectly will be limited to \$10,000.
- 8.5 **Consequential Loss:** To the maximum extent permitted by Law, neither Party will be liable to the other Party for any Consequential Loss arising out of or in connection with these Terms.
- 8.6 **General Exclusions:** Subject to clause 8.1, You acknowledge and agree that InfoTrack will have no liability whatsoever to You for any Loss or Claim caused directly or indirectly by:
- (a) the failure by You to comply with any Laws applicable to You;
  - (b) Your inability to access or use the eCompanies Platform or eCompanies Services for any reason;
  - (c) any inaccuracies to End User Information as supplied to InfoTrack by You;
  - (d) the Third Party Products and any eCompanies Content provided by Third Party Suppliers, or any linked or integrated third party websites, content, services or applications; or
  - (e) a Force Majeure event.

## 9. Warranty and Indemnity

- 9.1 You warrant that:
- (a) You have the legal authority to provide End User Information to us
  - (b) where applicable, You have completed all required declarations on behalf of Yourself and obtained all necessary written consents and declarations from all proposed company officeholders and shareholders including their written consent to provide their Personal Information and written declarations to InfoTrack and its Third Party Suppliers for the purposes of the eCompanies Services. You further warrant that You will provide the original copies of all written consents and declarations to the company after the company becomes registered;
  - (c) You will at all times comply with all relevant Laws;
  - (d) you will not use the eCompanies Services for any fraudulent, criminal or other illegitimate purposes;
  - (e) the End User Information is true, accurate, current, complete and not misleading;
  - (f) You will not seek to circumvent or attempt to violate any data security measures employed by InfoTrack in respect of Your access to and use of the eCompanies Services or eCompanies Platform; and
  - (g) You will not attempt to scan or test the vulnerability of the eCompanies Platform or otherwise attempt to breach InfoTrack's data security systems or any applicable authentication procedures.
- 9.2 You agree to indemnify, and hold us, our Affiliates, and Third Party Suppliers, along with our and their



respective directors, officers, employees, and agents, harmless from any and all Claims, Losses, liabilities, damages, taxes, expenses and costs, including without limitation, legal fees and court costs arising from or related to Your use of the eCompanies Services or Your breach of these Terms.

## 10. Intellectual Property

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- 10.1 The eCompanies Services contain intellectual property which is owned by or licensed to us. You agree that we (and/or our Third Party Suppliers) own and retain all right, title and interest (including all Intellectual Property Rights) in and to:
- (a) the eCompanies Platform and the eCompanies Services (including all improvements enhancements or modifications to the eCompanies Platform and eCompanies Services);
  - (b) the eCompanies Services and other content licensed by and published, or otherwise provided by or through the eCompanies Services;
  - (c) content or materials created by us while providing the eCompanies Services;
  - (d) all Intellectual Property Rights in or related to anything referred to in paragraphs (a) to (c) above, (together, the **eCompanies Content**).
- 10.2 The eCompanies Services are made available to You on a limited basis, and except to the extent of any right expressly granted under these Terms, You do not acquire any right, title or interest or any Intellectual Property Rights to the eCompanies Services through these Terms.
- 10.3 All rights not expressly granted to You in these Terms are reserved and retained by InfoTrack and/or its licensors, suppliers, Third Party Suppliers, publishers, rights holders, or other content providers.

## 11. Confidentiality

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- 11.1 You agree to take reasonable precautions to protect our Confidential Information including any non-public information regarding features, functionality, and performance of the eCompanies Platform and the eCompanies Services and our intellectual property and to comply with all lawful and reasonable directions given to You with respect to our proprietary information.
- 11.2 Where You receive Confidential Information in connection with Your access to or use of the eCompanies Services, You must:
- (a) keep the Confidential Information strictly confidential;
  - (b) not use, modify, reproduce or exploit the Confidential Information for any purpose other than as expressly permitted by these Terms;
  - (c) not disclose Confidential Information to any person other than as expressly permitted by these Terms; and
  - (d) use reasonable measures to protect the Confidential Information in Your possession or control from loss, theft or unauthorised access, use, copying, modification, destruction or disclosure.
- 11.3 You acknowledge and agree that our Confidential Information is commercially sensitive, proprietary and valuable to us and where damages are not available to us, or not an adequate remedy, we are entitled to seek injunctive relief as a remedy, in addition to any other remedies available to us at Law.

## 12. Term and Termination

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- 12.1 We reserve the right to terminate or suspend Your access to the eCompanies Services at any time, for any reason whatsoever at our absolute discretion, including, but not limited to, the following reasons:
- (a) any breach of these Terms by You;
  - (b) if Your order is fulfilled and Your credit card payment defaults upon payment of our Fees, until any unpaid Fees You owe to us are paid in full; or
  - (c) should You do anything that materially damages or is likely to materially damage the reputation of our brand or the brand of any of our Affiliates.
- 12.2 Where it is possible for us to contact You directly, we will notify You of any suspension or termination and the reasons for it.

- 12.3 You may simply cease using the eCompanies Platform at any time without the need to contact us or provide us with any formal notification.
- 12.4 On termination or suspension of Your access to the eCompanies Services:
- each licence granted by us in respect of the eCompanies Services also terminates;
  - You must immediately cease accessing the eCompanies Platform; and
  - we will delete End User Information, except to the extent we are required by Law to retain it, or have the right to retain it under any rights granted to us through our Privacy Policy.

### 13. Service Variations

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- 13.1 You acknowledge that InfoTrack reserves the right to, at any time:
- update, modify, change or discontinue any feature or functionality of the eCompanies Platform or eCompanies Services held or made available within the eCompanies Platform in our sole discretion and without notice to You;
  - vary or modify these Terms without prior notice by updating the Terms and providing notice on the eCompanies Platform. Any subsequent access, viewing or otherwise using the eCompanies Services by You will constitute Your acceptance of the variations or modifications. You should check the Terms regularly, prior to accessing the eCompanies Services, to ensure You are aware of any changes, and only proceed to access the eCompanies Services if You accept the new Terms. Your continued access of the eCompanies Services following any amendments indicates that You accept the amendments; and
  - suspend or otherwise deactivate Your access to the eCompanies Services.
- 13.2 You agree that we will not be liable to You or any other third party for any change, suspension, or discontinuance of any eCompanies Services or other features or functionality offered through the eCompanies Services.

### 14. Force Majeure

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- 14.1 We will not be liable for any failure to perform or delay in performing our obligations under these Terms if the failure or delay results from an event of Force Majeure.
- 14.2 To the extent that our delay or inability to perform our obligations under these Terms is due to an event of Force Majeure, our affected obligations under these Terms will be suspended until the passing of that Force Majeure event.

### 15. General

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- 15.1 You agree that any notices or other communications may be provided to You electronically via a notice on the eCompanies Platform, or via the email address You have provided as part of the registration process. Notice will be treated as received when the email is sent and You are responsible for keeping us updated of any change to Your email address. You may send notifications to us in relation to Your use of the eCompanies Services via [contact us](#).
- 15.2 If a provision of these Terms is not enforceable for any reason, the provision may be severed from these Terms. The remainder of these Terms remain enforceable.
- 15.3 These Terms supersede all other terms in relation to Your access to and use of the eCompanies Services and You acknowledge and agree that You cannot rely on anything else said or done by InfoTrack, or by a director, officer, agent, partner or employee of InfoTrack, before You accepted these Terms.
- 15.4 The fact that we fail to do, or delay in doing, something we are entitled to do under these Terms, does not amount to a waiver of any obligation of, or breach of obligation by, us.
- 15.5 Any provision of these Terms which is by its nature a continuing obligation will survive termination of these Terms including clause 11, (Confidentiality), 7 (Disclaimer and Limitation of Liability) and clause 9 (Warranty and Indemnity).
- 15.6 These Terms are governed by the Laws of the New South Wales, Australia, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales, Australia.



## 16. Definitions

16.1 The following definitions apply in these Terms, unless context otherwise requires:

**Affiliate** means an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, InfoTrack, including a 'Related Body Corporate' (as defined under the *Corporations Act 2001* (Cth)).

**Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

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

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

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

- (a) any information that You know, or ought to know, is confidential to InfoTrack;
- (b) InfoTrack's Intellectual Property Rights and any Intellectual Property Rights of Third Party Suppliers to InfoTrack (or their Affiliates); and
- (c) trade secrets, know-how, specifications, inventions, processes or initiatives which are of a confidential nature;

but does not include any information (other than Personal Information) to the extent which:

- (d) it is in, or becomes part of, the public domain other than through breach of these Terms or an obligation of confidence owed to InfoTrack;
- (e) You can prove by contemporaneous written documentation:
  - (i) it was already known to You at the time of disclosure by InfoTrack;
  - (ii) it was independently developed by You without reference to the Confidential Information of InfoTrack; or
  - (iii) You acquired it from a source other than InfoTrack, where such a source is entitled to disclose it on a non-confidential basis.

**Consequential Loss** means:

- (a) special, indirect, incidental, exemplary, consequential, aggravated or punitive loss or damage (including loss of use, loss of revenue, loss of profits or savings, loss of opportunity, loss or damage to or corruption of data, loss of goodwill, loss of reputation), whether arising in equity, for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise regardless of whether such damage was foreseeable and whether or not You have been advised of the possibility of such loss or damage, and notwithstanding the failure of any agreed or other remedy of its essential purpose, and in each case whether direct or indirect; or
- (b) loss not in the reasonable contemplation of You or InfoTrack upon You accepting these Terms.

**Consumer** has the meaning given to that term under the Australian Consumer Law.

**Consumer Guarantees** means the guarantees provided under Division 1 of Part 3-2 of the Australian Consumer Law.

**Direct Marketing** includes the use and/or disclosure of Personal Information to identify, target, segment or filter and then directly communicate to an identified individual or group of individuals for the purposes of marketing or promoting goods and/or services (whether or not addressed to that individual by name) by any means and includes, telemarketing, email, SMS, targeted online advertising (including Facebook and Google Ads), mail or flyer drops and list brokering.

**eCompanies Platform** has the meaning given under clause 2.1.

**eCompanies Services** has the meaning given under clause 2.1.

**End User Information** has the meaning given to that term under clause 5.

**Fees** means the fees charged by InfoTrack for the eCompanies Services notified at the point of sale within the eCompanies Platform.

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

**GST** means the relevant goods and services tax, value added tax or sales tax as defined in the GST Law.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and all regulations and rulings made under it.

**InfoTrack Product** means those eCompanies Services set out at Schedule 1 that are supplied and licensed to You directly by InfoTrack under these Terms and does not include the Third Party Products.

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

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

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

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

**Moral Rights** means any moral rights including the rights described in Article 6bis of the Berne Convention for Protection of Literary and Artistic Works 1886 (as amended and revised from time to time), being "droit moral" or other analogous rights arising under any statute (including the *Copyright Act 1968* (Cth) or any other Law), that exist or that may come to exist, anywhere in the world.

**Party** means a party to these Terms and **Parties** means both of them.

**Personal Information** means any 'personal information' or 'personal data' as that term is defined in applicable Privacy Laws.

**Privacy Laws** means all applicable privacy or data protection Laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information.

**Privacy Policy** means InfoTrack's Privacy Policy located at <http://www.infotrack.com.au/legal/PrivacyPolicy>.

**Third Party Product** means products, services, documents or other materials of any nature and which is either:

- (a) directly supplied to, or licensed directly by, You from the Third Party Supplier on a referral or broker basis via the eCompanies Platform; or

- (b) is ordered by You via the eCompanies Platform and acquired by InfoTrack on Your behalf in accordance with these Terms,

as set out in Schedule 2 to these Terms.

**Third Party Supplier** means any entity, government department, agency or other organisation from which InfoTrack or any of its Affiliates licences the eCompanies Services and other materials included in the eCompanies Services.

**Third Party Terms** means conditions, restraints, disclaimers or limitations (as required by Third Party Suppliers) applicable to certain Third Party Products that are provided or licensed by Third Party Suppliers and resold by InfoTrack as part of the eCompanies Services and are either:

- (a) presented to You for acceptance at the point of sale;
- (b) reproduced at Schedule 2 to these Terms; or
- (c) agreed directly between You and the Third Party Supplier.

**User Credentials** means any usernames, passwords, tokens and other authentication credentials for use by You for the purpose of accessing and using the eCompanies Platform and eCompanies Services.

## SCHEDULE 1 InfoTrack Products

### 1. InfoTrack Products

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1.1 The following products and services are provided directly by InfoTrack:

- (a) **Company Document Pack** which may include soft copies of a Shareholder Agreement, Company Constitution, Replaceable Rules, minutes book templates, register of company officers, Share Certificate;
- (b) **Trust Documents:** which may include unit trust, discretionary trust and bare trusts;
- (c) **Printing Services:** printed copy of the Company Document Pack, presented in a folder; and
- (d) **Company Seal:** a self-inking company seal.

## SCHEDULE 2 Third Party Products

### 1. Third Party Terms

Third Party Product	Third Party Supplier	Third Party Terms
Company Registration and name reservations via ASIC	ASIC Edge	<a href="https://asic.gov.au/online-services/electronic-lodgement-protocol/">https://asic.gov.au/online-services/electronic-lodgement-protocol/</a> <a href="https://asic.gov.au/privacy/">https://asic.gov.au/privacy/</a>
Business Registrations: Including Company Registration name reservations, ABN, Business names, GST, PAYG, FBT, LCT, FTC & WET	Business Registration Service via the Australian Business Register and Australian Tax Office (business.gov.au)	<a href="https://register.business.gov.au/notices/legal">https://register.business.gov.au/notices/legal</a> <a href="https://www.abr.gov.au/general-information/privacy/privacy-statement-abr-transaction-site">https://www.abr.gov.au/general-information/privacy/privacy-statement-abr-transaction-site</a> <a href="https://www.ato.gov.au/online-services/online-services-for-individuals-and-sole-traders/ato-online-services-and-mygov/ato-access-to-mygov-terms-and-conditions-and-privacy-notice">https://www.ato.gov.au/online-services/online-services-for-individuals-and-sole-traders/ato-online-services-and-mygov/ato-access-to-mygov-terms-and-conditions-and-privacy-notice</a>  Before starting your ABN application, You need to read and confirm you understand that: <ul style="list-style-type: none"> <li>• The ABR will review ABN applications to ensure only genuine businesses get, and keep, an ABN. You may need to provide evidence that you are entitled to an ABN. (<a href="#">Read more</a>).</li> <li>• For each false or misleading statement made in your ABN application, a penalty of up to \$12,600 may be applied. (<a href="#">Read more</a>).</li> <li>• We will validate End User Information with other agencies.</li> <li>• Once you have an ABN, you must update it within 28 days of any change and cancel it if you are no longer trading or carrying on an enterprise. (<a href="#">Read more</a>).</li> <li>• You agree to provide true and correct information in your application and have read and understand the conditions above.</li> </ul> You have read the <a href="#">privacy statement</a> before applying for an ABN.
Domain Registration	TPP	<a href="https://www.tppwholesale.com.au/terms-and-conditions/">https://www.tppwholesale.com.au/terms-and-conditions/</a> and <a href="https://www.tppwholesale.com.au/service-agreements/domain-terms/">https://www.tppwholesale.com.au/service-agreements/domain-terms/</a>
Web Hosting	Weebly	<a href="https://www.weebly.com/au/terms-of-service">https://www.weebly.com/au/terms-of-service</a> <a href="https://www.weebly.com/au/privacy">https://www.weebly.com/au/privacy</a>