

# END USER TERMS

## Financial Disclosure

### Currency

*These End User Terms are current from 17 July 2024.*

### General

#### 1. Financial Disclosure

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- 1.1 Financial Disclosure is a web based application provided by InfoTrack Pty Limited ABN 36 092 724 251 (**InfoTrack, we or us**) to assist end users (**you, or your**) to obtain data and documents usually associated with the financial disclosure requirements in a property settlement, maintenance, child support, financial enforcement proceedings or similar.
- (a) Please review these End User Terms (**Terms**) carefully before using Financial Disclosure. You agree that your ongoing use of Financial Disclosure and the Linked Services is subject to these Terms. Capitalised words have special meanings and are defined in these Terms.
  - (b) We reserve the right to vary or modify these Terms at any time without prior notice. Any subsequent access, viewing or otherwise using Financial Disclosure will constitute an acceptance of the variations or modifications.
  - (c) If you do not agree to these Terms, do not use Financial Disclosure or the Linked Services.

#### 2. Linked Services

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- 2.1 Financial Disclosure integrates with various third party service providers (**Third Parties**) who facilitate automated data retrieval, automated import and electronic document sourcing services (**Linked Services**) including:
- (a) illion Open Data Solutions Pty Ltd (**illion**): illion connects to your bank account enabling you to retrieve PDF copies of your bank account statements. illion also connects to your MyGov account enabling you to retrieve your notices of assessment from the Australian Taxation Office;
  - (b) Automotive Data Services Pty Ltd trading as RedBook (**RedBook**): RedBook enables you to obtain valuation reports for your vehicle (including passenger cars, light commercials and SUVs); and
  - (c) RP Data Pty Ltd trading as CoreLogic Asia Pacific (**CoreLogic**): CoreLogic enables you to obtain an automated valuation model estimate for your residential property (**AVM Estimate**).
- 2.2 By using any of the Linked Services, you acknowledge and agree that InfoTrack is not providing the Linked Services, and is not responsible for compliance with applicable laws, rules and regulations specifically applicable to Linked Services. Rather, the Linked Services are provided to InfoTrack by Third Parties, in accordance with separate arrangements which InfoTrack has entered into with those Third Parties.
- 2.3 The Linked Services may include links, integrations, or connections to Third Party websites, applications, or other services. Such connections do not imply any review or endorsement by us. You proceed at your own risk to Third Party websites, links and/or applications.
- 2.4 We do not warrant, and are not responsible for the Linked Services, your registration, account information or login details for Linked Services, any incorrect links to Linked Services, any changes or updates to Linked Services, any Linked Services being inaccurate, incomplete, not current or infringing the rights of any person, any messages you receive or don't receive from Linked Services, the security of your personal information while it is being collected, stored or passing through Linked Services, products, statements, or claims made by or about a Third Party, the actions or omissions of any Third Party, or any loss in connection with the Linked Services.

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### 3. Third Party Terms

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- 3.1 You acknowledge that you have read and agree with the content of, and to be bound by, the following Third Party terms and conditions for Linked Services located at:
- (a) **(illion)**: <https://bankstatements.com.au/about/terms>
  - (b) **(RedBook)**: <https://www.redbook.com.au/info/terms-conditions/>
  - (c) **(CoreLogic)**: <https://www.corelogic.com.au/legals/end-user-terms/>
- (together, the **Third Party Terms**).
- 3.2 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.
- 3.3 All rights not expressly granted to you in these Terms are reserved and retained by InfoTrack and/or its licensors, suppliers, Third Parties, publishers, rights holders, or other content providers (**Content Partners**).

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### 4. Third Party Disclaimers and Notices

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- 4.1 In addition to the Third Party Terms, you acknowledge and agree that:
- (a) RedBook prepares data and valuation from information gathered from a variety of third-party sources. Whilst all reasonable care is taken in producing the data and valuations, RedBook cannot guarantee or make any representations regarding the use of, or reliance, on it. RedBook is not responsible for any of the information provided to you and you should not rely on the data or valuations without making your own independent assessment of the vehicle and other sources of information. RedBook is not liable for any loss or damages (other than in respect of any liability which may not lawfully be excluded) relating to your use of, or reliance on, this valuation and data; and
  - (b) RedBook data and valuations are provided for your personal and non-commercial use only. You must not, without the written approval of InfoTrack:
    - (i) modify, copy, distribute, transmit, display, perform, reproduce, publish or licence any data and valuations provided to you on Financial Disclosure;
    - (ii) use or attempt to use any data and valuations published on Financial Disclosure to create any web site or publication;
    - (iii) mirror or frame any data and valuations published on Financial Disclosure;
    - (iv) use any automated process of any sort to query, access or copy any data and valuations on Financial Disclosure or generate or compile any document or database based on the data and valuations published on Financial Disclosure; or
    - (v) transfer or sell any data and valuations offered on Financial Disclosure.
  - (c) an AVM Estimate is a statistically derived estimate of the value of the subject property. An AVM Estimate is generated (i) by a computer driven mathematical model in reliance on available data; (ii) without the physical inspection of the subject property; (iii) without taking into account any market conditions (including building, planning, or economic), and/or (iv) without identifying observable features or risks (including adverse environmental issues, state of repair, improvements, renovations, aesthetics, views or aspect) which may, together or separately, affect the value. An AVM Estimate is current only at the date of publication or supply. An AVM Estimate must not be relied upon as a professional valuation or an accurate representation of the market value of the subject property as determined by a valuer. CoreLogic expressly excludes any warranties and representations that an AVM Estimate is an accurate representation as to the market value of the subject property. To the full extent permitted by law, CoreLogic excludes all liability for any loss or damage howsoever arising or suffered by you, whether as a result of your reliance on the accuracy of an AVM Estimate or otherwise arising in connection with an AVM Estimate.
  - (d) InfoTrack may terminate your right to access and use Financial Disclosure at any time in accordance with clause 10.

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## 5. Eligibility and Right of Access

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- 5.1 To be eligible to use Financial Disclosure you must be 18 years of age or older, and you must meet any identity verification requirements set out in any Third Party Terms. You must register for the Linked 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).
- 5.2 InfoTrack grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use Financial Disclosure and the Linked Services for your personal and non-commercial use in accordance with these Terms.
- 5.3 Where you are accessing Financial Disclosure and the Linked Services as the client of a third party business that provides legal or other services (**Legal Representative**), you acknowledge and agree that: (A) we allow your Legal Representative to access the data and documents you obtain through the Linked Services; and (B) we are in no way responsible for your relationship with that Legal Representative, or the Legal Representative's products, services, representations, acts or omissions.

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## 6. Your Information

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- 6.1 You are responsible for providing, updating and maintaining: (A) correct information about yourself including your registration, usernames, banking credentials and other personal information for the Linked Services; and (B) information that we access and extract from Third Party websites at your request (collectively, **Your Information**).
- 6.2 By submitting Your Information to us, you: (A) grant us a non-exclusive, royalty-free, transferable licence to collect, use and disclose Your Information in order to provide the Linked Services to you, and for the purposes set out in our [Privacy Policy](#); and (B) authorise Third Parties with ongoing use of Your Information in order to provide the Linked Services to you.

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## 7. Privacy

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- 7.1 Submission of Your Information and other personal information provided to us or through the Linked Services or by any other method is governed by our [Privacy Policy](#), which is incorporated into these Terms by reference. You agree to our use of your data in accordance with the [Privacy Policy](#).
- 7.2 You agree that we may use, disclose, store and maintain Your Information and other personal information according to our [Privacy Policy](#), as amended from time to time.
- 7.3 You acknowledge that we may transfer Your Information and other personal information about you to Third Parties as reasonably necessary for you to receive the Linked Services. Third Parties providing Linked Services will hold and use that information in accordance with their own privacy policy.
- 7.4 During your use of Financial Disclosure, we may collect information about how you use Financial Disclosure and interact with the Linked Services and may use such information to modify, improve or enhance Financial Disclosure or your ability to access and use Financial Disclosure.
- 7.5 You agree that if your license to access Financial Disclosure is provided through your Legal Representative: (A) we may provide your Legal Representative with the ability to access, use, remove, retain, and control your profile associated with Financial Disclosure; and (B) we may contact you to provide support on how to access and use Financial Disclosure.
- 7.6 We use data collected through tracking technologies to record your interactions with content on Financial Disclosure to monitor and report on usage to our Content Partners.
- 7.7 We also use, or may use, the data collected through tracking technologies to secure and improve Financial Disclosure, to save you time, to provide better technical support, and to track usage of Financial Disclosure. For example, tracking technologies help us to: (A) remember information so that you will not have to re-enter it during subsequent visits; (B) identify you across multiple devices; (C) provide and monitor the effectiveness of Financial Disclosure; (D) monitor aggregate metrics such as total number of visitors, traffic, and usage on Financial Disclosure; (E) diagnose or fix technology problems; (F) help you efficiently access information after signing in; and (G) otherwise plan for and enhance Financial Disclosure.

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## 8. Intellectual Property

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- 8.1 Financial Disclosure contains intellectual property which is owned by or licensed to us. You agree that we and/or our Content Partners, own and retain all right, title and interest in and to: (A) the Linked Services, and Financial Disclosure (including all improvements enhancements or modifications to the Linked Services, and Financial Disclosure; (B) the Financial Disclosure content licensed by and published, or otherwise provided by or through Financial Disclosure, including through Family Property; (C) content or materials created while providing the Linked Services; (D) all intellectual property rights in or related to anything referred to in paragraphs (A) to (C) above (together, the **Content**).
- 8.2 Unless otherwise expressly provided in these Terms, Content (including Your Information) remains the proprietary property of the person or entity supplying it (or their affiliated and/or third-party providers and suppliers, as is relevant) and is protected, without limitation, pursuant to applicable copyright and intellectual property laws.

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## 9. Confidentiality

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- 9.1 You agree to take reasonable precautions to protect our non-public information regarding features, functionality, and performance of Financial Disclosure and the Linked Services and our intellectual property and to comply with all lawful and reasonable directions given to you with respect to our proprietary information.

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## 10. Term and Termination

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- 10.1 We reserve the right to terminate or suspend your access to Financial Disclosure at any time, for any reason whatsoever (including any breach of these Terms), at our absolute discretion. Where it is possible for us to contact you directly, we will notify you of any suspension or termination and the reasons for it.
- 10.2 On termination or suspension of your access to Financial Disclosure: (A) each licence granted by us in respect of Financial Disclosure or the Linked Services also terminates; (B) you must immediately cease accessing Financial Disclosure and using the Linked Services; and (C) we will delete your Information, except to the extent we are required by law to retain it, or have the right to retain it under any rights granted to us through our Privacy Policy.

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## 11. Prohibited Conduct

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- 11.1 You are not authorized and will not or cause third parties to reproduce, redistribute, republish, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, reverse engineer, decompile, edit, create derivative works of, license, or otherwise transfer or use any Content, in whole or in part, other than as expressly authorised under these Customer Terms or as separately authorized by us in writing.
- 11.2 You must not do anything that compromises the security and/or stability of Financial Disclosure or the Linked Services or interferes with or inhibits any other user of Financial Disclosure or the Linked Services.
- 11.3 You must not use Financial Disclosure or the Linked Services to send unsolicited email messages or attempt to or tamper with, hinder or modify Financial Disclosure or attempt to or knowingly transmit viruses, malicious or harmful code or other disabling features to Financial Disclosure or via Financial Disclosure; or use Financial Disclosure in any way that competes with our business.
- 11.4 You must not store documents in Financial Disclosure. Financial Disclosure 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 your Legal Representative and stored securely on a platform that provides document storage.
- 11.5 You must not use Financial Disclosure or the Linked Services for any activities that would cause you or us to breach any law, regulation, rule, code or other legal obligation (including any privacy law or intellectual property right), defames, harasses, threatens, menaces, offends or restricts any person, is unlawful, obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy, would bring us, or the Linked Services, into disrepute, or impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including us.
- 11.6 We reserve the right to monitor your use of Financial Disclosure and the Linked Services.

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## 12. Variation of the Terms

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- 12.1 You acknowledge that Financial Disclosure, including any Linked Services or other feature, may be updated, removed, or otherwise be subject to change in our sole discretion and without notice to you. You should check the Terms regularly, prior to accessing Financial Disclosure, to ensure you are aware of any changes, and only proceed to access Financial Disclosure if you accept the new Terms. Your continued access of Financial Disclosure following any amendments indicates that you accept the amendments.
- 12.2 You agree that we will not be liable to you or any other Third Party for any change, suspension, or discontinuance of any Linked Services offered through Financial Disclosure.

## 13. Disclaimers and Limitation of Liability

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- 13.1 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 Content, Third Party websites or any Third Party content (including availability, security, performance, reliability or fitness for a particular purpose).
- 13.2 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. We reserve the right to change or update information, if any information on Financial Disclosure is inaccurate at any time without prior notice.
- 13.3 Whilst all materials and other information communicated to you via Content Partners 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.
- 13.4 We give no express or implied warranties or make any representation that your access will be uninterrupted, error-free, free from viruses or secure. 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.
- 13.5 To the extent that our liability for Financial Disclosure (or any part of it) cannot be excluded, it is limited to supplying the relevant Linked Services again, or paying the cost of supplying the relevant Linked Services again, at our option, or otherwise limited to the minimum amount permitted by law.
- 13.6 We are not responsible for any loss, damage, cost or expense (including special, indirect or consequential) as a result of your use, or your inability to use Financial Disclosure or any Linked Services, including that Financial Disclosure will be continuously available or virus or fault free.
- 13.7 You acknowledge and agree that InfoTrack does not provide the Linked Services, Third Party websites or any Third Party content. The Linked Services, Third Party websites and Third Party content are provided by Third Parties. You acknowledge that InfoTrack has no liability in relation to the Linked Services, Third Party websites or any Third Party content or any laws, rules or regulations governing the Linked Services, Third Party websites or Third Party content.
- 13.8 You acknowledge that the Linked Services may assist you in dealing with your Legal Representative, but we are not providing you with any legal, taxation, financial or other advice about the suitability or appropriateness of any Linked Services and we express no opinion on any Linked Services or Legal Representative.

## 14. Disputes

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- 14.1 Any complaints, disputes, inquiries or any other issues arising out of or in connection with your use of with the Linked Services should be directed to the relevant Third Party.
- 14.2 We are not responsible or liable for any interactions between you, your Legal Representative 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, including any your or your Legal Representative’s reliance upon any information provided by a Third Party.

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## 15. Warranty and Indemnity

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- 15.1 You warrant that: (A) you possess the legal authority to provide all relevant Your Information to us (e.g. you must be the relevant bank account holder, or you have permission of joint account holders); (B) you will at all times comply with all relevant laws and regulations; and (C) Your Information is true, accurate, current, complete and not misleading.
- 15.2 You agree to indemnify, and hold us, our affiliates, and Content Partners, 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 Financial Disclosure, the Linked Services or your breach of these Terms.

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## 16. Force Majeure

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- 16.1 We will not be liable for failure to perform our obligations under these Terms to the extent the performance is delayed, prevented, restricted or interfered with as a result of any events, circumstances, or causes beyond reasonable control (including without limitation fire, flood, acts of God, interruption or failure of utility or telecommunications service, or hosting provider, denial of service attacks or other malicious conduct, government actions, acts of terrorism, Labor disputes or other similar events).

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## 17. General

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- 17.1 You agree that any notices or other communications may be provided to you electronically via a notice on Financial Disclosure, or via the email you have provided as part of the registration process. You may send notifications to us in relation to your use of Financial Disclosure via [contact us](#).
- 17.2 If a provision of these Terms are not enforceable for any reason, the provision may be severed from these Terms. The remainder of these Terms remains enforceable.
- 17.3 Any provision of these Terms which is by its nature a continuing obligation will survive termination of these Terms including clause 13 (Disclaimer and Limitation of Liability) and clause 14 (Warranty and Indemnity).
- 17.4 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.