InfoTrack General Terms

InfoTrack Contract | Formalising Our Partnership

Our contract model comprises three key components: **General Terms + Product Terms + Third Party Terms**

Our Agreement

1. **General Terms**: This agreement spans our entire relationship with you and governs your use of all InfoTrack Products and the InfoTrack Platforms.
2. **Product Terms**: These terms apply to your use of specific products and services, and apply in addition to the InfoTrack General Terms. Not all products or services will have special product terms, so check the table of contents for your product.
3. **Third Party Terms**: These terms are required by our Third Party Suppliers in respect of your use of Third Party Products, and apply in addition to the InfoTrack General Terms. Examples include terms required by the Land Titles Office and other authorities. Not all products or services will have Third Party Terms, so check the table of contents for your product.
4. **Integration Terms**: These terms apply to your use of and access to the InfoTrack APIs and/or InfoTrack MCP Server as applicable, and apply in addition to the InfoTrack General Terms.

Global Flexibility | Contract with us in multiple countries with ease

We've included **Country-Specific Terms** so you only need one agreement with us, no matter where you're doing business. You can either launch in all regions at once or stagger your entry into different markets, whichever suits your strategy.

Currency

These InfoTrack General Terms are current from 1 July 2026.

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Our Agreement

1. Agreement

1.1 This agreement between InfoTrack (**InfoTrack**, **We**, **Us** or **Our**) and you or the entity you represent (**Client**, **You** or **Your**) governs Your use of the InfoTrack Systems, InfoTrack Products and Third Party Products. It comprises the following parts:

(a) these General Terms;

(b) any applicable Product Terms;

(c) any applicable Third Party Terms;

(d) any applicable Integration Terms; and

(e) (if relevant) the terms of any Order Form entered into between the Parties,

(together, this **Agreement**).

1.2 If there is any inconsistency between the documents listed above, the documents listed later will prevail to the extent of the inconsistency, except to the extent any of the provisions in this Agreement are declared to be an unfair contract term under applicable Consumer Law or are otherwise illegal, unenforceable or invalid.

1.3 This Agreement will commence on the earlier of:

(a) when You click an "I Accept" button or check box presented with this Agreement;

(b) Your first use of the InfoTrack Systems or InfoTrack Products; or

(c) signing an Order Form,

(**Commencement Date**) and continues until it expires or is terminated.

1.4 You represent that You are lawfully able and authorised to enter into this Agreement and bind the organisation or entity you represent (such as the company You work for), and it is duly organised under applicable Laws.

2. Country-Specific Terms

2.1 Country-specific terms are set out in Schedule 1 and govern Your use of the InfoTrack Systems, InfoTrack Products and Third Party Products. The Parties to this Agreement are listed in the Order Form. The applicable Country-specific terms are determined by reference to the contracting InfoTrack entity as specified in the Order Form.

3. Term

3.1 **Term of Agreement**: This Agreement commences on the Commencement Date and continues until termination or expiry (**Term**).

4. Third Party Products

4.1 Some InfoTrack Products incorporate or are a compilation of Third Party Products supplied by Third Party Suppliers, and are subject to Third Party Terms.

4.2 For each order for Third Party Products placed by You through the InfoTrack System:

(a) a separate contract is formed between You and the applicable Third Party Supplier comprising these General Terms (as applicable), Third Party Terms, and the order (**Supplier Contract**);

(b) InfoTrack enters into the Supplier Contract with You as agent for You and the Third Party Supplier for the benefit of InfoTrack, You and the Third Party Supplier, and holds the benefit of the Supplier Contract as trustee for You and Third Party Supplier;

(c) Your legal rights and remedies for any Loss or Claims suffered by You in connection with the Third Party Products are against the Third Party Supplier and are not against InfoTrack, except to the extent such Loss or Claim cannot be excluded by Law or is directly caused by InfoTrack's breach of a Supplier Contract or InfoTrack's negligent, wilful, criminal or fraudulent act or omission.

4.3 You appoint InfoTrack as your agent to act on Your behalf for the purposes of:

(a) submitting Your orders for Third Party Products to the applicable Third Party Supplier;

(b) delivering the Third Party Products to You on behalf of the Third Party Supplier;

(c) entering into the Supplier Contract with the Third Party Supplier on Your behalf as specified in clause 4.2; and

(d) taking payment for the Third Party Products from You on trust for the benefit of the Third Party Supplier and remitting payment to the Third Party Supplier on Your behalf.

4.4 You acknowledge and agree that:

(a) InfoTrack incurs Authority Fees in its capacity as a paying agent on the Client's behalf and may invoice you for such Authority Fees (if applicable);

(b) InfoTrack may charge You a Service Fee for acting as your agent; and

(c) You authorise InfoTrack, as Your agent, to do everything reasonably necessary for it to carry out its obligations under clause 4.3.

Getting Started

5. Access, Licence and Restrictions

5.1 **Access**: InfoTrack will provide access to the InfoTrack Systems during the term for the purposes of enabling You to order and access InfoTrack Products.

5.2 **Grant of Licence**: Subject to the restrictions set out in this clause 5.5, InfoTrack grants to You a non-exclusive, non-sublicensable, non-transferable, revocable licence for You (through Your Permitted Users) to:

(a) access and use the InfoTrack System and the InfoTrack Products for the Permitted Purpose; and

(b) grant to Your End User clients a limited, exclusive, non-sublicensable, non-transferable personal licence (on a one-to-one basis) to use the InfoTrack Products subsisting in the Derivative Works in connection with the professional, transactional or advisory services You (or Your Permitted Users) were engaged to provide to that End User. This right only applies where You are authorised under a Permitted Purpose to create Derivative Works using the InfoTrack Products,

during the Term and strictly in accordance with the terms of this Agreement and all Laws.

5.3 **Duration of Licence**: The licence granted under clause 5.2 ends:

(a) in respect of the InfoTrack Systems, upon the termination or expiry of this Agreement; and

(b) in respect of the InfoTrack Products, upon the earlier of the completion of the Permitted Purpose or termination or expiry of this Agreement (other than the licence under clause 5.2(b) to InfoTrack Products subsisting in the Derivative Works created before termination or expiry of this Agreement, in which case the licence shall continue until completion of the Permitted Purpose).

5.4 **Permitted Users**: You agree that You are responsible and remain fully liable for the acts and omissions of Your Permitted Users and Representatives in connection with this Agreement.

5.5 **Licence Restrictions**: In addition to clause 5.4, and except as expressly permitted under this Agreement, You and Your Permitted Users must not (nor attempt to):

(a) **Permitted Purpose**: use the InfoTrack System or InfoTrack Products for any purposes other than the Permitted Purpose;

(b) **No Third Party Benefit**: use the InfoTrack Products on behalf of or for the benefit of any third party other than Your End User clients

(c) **Permitted Users**: permit any person to access to any InfoTrack Systems or InfoTrack Products other than as authorised under the licence granted in clause 5.2, the terms of this Agreement and in compliance with all applicable Laws;

(d) **User Credentials**: will comply with Your obligations set out in clause 22.3 in respect of User Credentials

(e) **Disclaimers**: remove, alter or deface any registered or unregistered trademark, logo, copyright notices, disclaimers or other proprietary notice appearing on or in any InfoTrack Products or InfoTrack Materials;

(f) **Trade Marks**: adversely affect or jeopardise the rights of InfoTrack (or its Representatives) to register any unregistered trade marks, whether or not an application for registration has been made;

(g) **Misuse and Damage**: interfere, damage, alter, misuse or gain unauthorised access to the InfoTrack Environment or InfoTrack Materials or otherwise interfere with the ability of any other user of the InfoTrack System to use the InfoTrack Products;

(h) **Scraping**: data mine, scrape, crawl, aggregate, copy, extract or attempt to harvest (whether by any automated process, 'brute force attack' or otherwise) the InfoTrack Environment or InfoTrack Materials for any purpose, including setting up or adding to a database;

(i) **Reverse Engineer**: decompile, disassemble, translate, replicate or otherwise reverse engineer any software programs or any part of the InfoTrack Environment or InfoTrack Materials;

(j) **No Transfer**: sublicense, sell, resell, commercialise, assign or transfer any right, title or interest (including any Intellectual Property Rights) in the InfoTrack Materials to any person;

(k) **Copyright**: copy, reproduce, publish, disclose, distribute, display, alter, modify or adapt the InfoTrack Materials or create a derivative work by combining the InfoTrack Materials (in whole or in part) with other materials to create a new work (save where reasonably necessary to use or access the InfoTrack Materials for the Permitted Purpose as set out in an Order Form);

(l) **Direct Marketing**: use the InfoTrack Products in any way in connection with Direct Marketing;

(m) **Competition**: use the InfoTrack Materials or InfoTrack Systems in any way that competes with InfoTrack's business or the InfoTrack Products offered by InfoTrack.

(n) **Misuse**: use the InfoTrack Materials or InfoTrack Systems 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 and Moral 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,

(each, a **Non-Permitted Purpose**).

6. Provision of Services

6.1 **Delivery**: InfoTrack will deliver the InfoTrack Products via the InfoTrack System.

6.2 **InfoTrack Obligations**: InfoTrack will use reasonable commercial endeavours to provide access to the InfoTrack System and InfoTrack Products:

(a) in a professional, competent, timely and responsible manner;

(b) in compliance with the terms of this Agreement; and

(c) in compliance with all Laws that apply to the InfoTrack Systems and InfoTrack Products supplied under this Agreement.

6.3 **User Credentials**: InfoTrack will provide User Credentials to You to allow access to the InfoTrack System.

6.4 **Affiliates**: InfoTrack may:

(a) provide the InfoTrack Systems or InfoTrack Products through its Affiliates; and

(b) disclose the Client Data to it's Affiliates in connection with this Agreement,

provided that InfoTrack remains solely liable and responsible for the acts or omissions of any such Affiliate performing services in connection with this Agreement. 'References to InfoTrack in this Agreement includes any relevant InfoTrack Affiliate.

6.5 **Beta Services**: To the maximum extent permitted by Applicable Law, You acknowledge and accept that:

(a) InfoTrack may make available pre-release, beta, or preview versions of InfoTrack Products (**Beta Services**) for testing and evaluation purposes. Participation is voluntary and subject to this Agreement.

(b) InfoTrack disclaims all warranties, including but not limited to any warranties of merchantability or fitness for a particular purpose, accessibility, reliability, currency, security or accuracy.

(c) Beta Services are provided "as is" and "as available" without warranty of any kind. They may contain bugs, errors or other defects and may not operate correctly.

(d) Your use Beta Services entirely at your own risk. InfoTrack is not liable for any loss or damage arising from your use of Beta Services.

(e) InfoTrack may discontinue, or suspend Beta Services at anytime without notice to You.

(f) InfoTrack has no obligation to provide support, maintenance, updates, or modifications for the Beta Services. Any support provided is at InfoTrack's sole discretion.

(g) You may provide feedback, or recommendations on Beta Services (**Feedback**). You assign all rights, title, and interest (including all Intellectual Property Rights) in that Feedback. InfoTrack may use Feedback for any purpose without restriction or compensation.

Rights & Obligations

7. Service Variations

7.1 **Service Variations**: Subject to clause 7.3, InfoTrack may, at any time:

(a) modify the method of supply and delivery of, or access to, the InfoTrack Products;

(b) to change or discontinue any feature or functionality of the InfoTrack System or InfoTrack Products for any reason;

(c) amend or vary the terms of this Agreement from time to time. We will provide reasonable notice (at least 14 days') in writing to You if any of these changes materially and adversely affects Your rights under this Agreement;

(d) amend the Third Party Terms from time to time where directed or required by the Third Party Supplier or to otherwise comply with InfoTrack's agreement with a relevant Third Party Supplier. We will provide reasonable notice (at least 14 days') in writing to You if any of these changes materially and adversely affects Your rights under this Agreement;

(e) suspend or otherwise deactivate Your, and each of the relevant Permitted Users', access to the InfoTrack System and any InfoTrack Products, where there is an actual or suspected systems or security concern associated with the continued access by those users; and

(f) make temporarily unavailable or otherwise suspend access to the InfoTrack System or InfoTrack Products where reasonably necessary for: scheduled or emergency maintenance; system updates; other upgrades; or any other changes to the InfoTrack Systems and/or InfoTrack Products, and

where possible, we will provide reasonable written notice to You via the InfoTrack System.

7.2 **Reservation of Rights**: InfoTrack may, at any time:

(a) store any and all data using cloud storage technology, at InfoTrack's discretion; and

(b) gather analytics in relation to any and all activity on the InfoTrack Systems, use of the InfoTrack Products and Client Data for internal purposes (subject to clauses 21 and 22), including for purposes such as billing, gauging interest and identifying usage patterns.

7.3 **Termination**: If InfoTrack exercises its rights under clause 7.1 to your material detriment, you may terminate this Agreement immediately by written notice within 60 days of the change taking effect. You may also simply stop using your InfoTrack Account without formal notice.

8. Client Data

8.1 **Client Data**: You will provide the Client Data reasonably needed for InfoTrack to provide the InfoTrack System and InfoTrack Products.

8.2 **Licence to Use Client Data**: Without limiting clause 8.4, You grant InfoTrack a non-exclusive, non-sublicensable (except as provided under clause 8.3) licence to use Client Data during the Term solely to provide the InfoTrack Systems and InfoTrack Products. InfoTrack must not use Client Data for any other purpose without Your prior written consent, or, in the case of Personal Information, a relevant legal basis for processing Personal Information as required under applicable Privacy Laws.

8.3 **Sublicence**: You consent to and agree that InfoTrack may sub-license and disclose the Client Data to Third Party Suppliers and subcontractors during the Term for the limited purpose of providing the InfoTrack Systems and InfoTrack Products to the Client.

8.4 **Licence to Use Property Attributes**: You grant InfoTrack an irrevocable, perpetual, worldwide, royalty-free licence to use, reproduce, modify, adapt, publish, create derivative works from and sub-licence any Property Attributes you provide.

9. Use Of AI in the InfoTrack Services

9.1 **Application**: These terms apply where InfoTrack offers AI Services through the InfoTrack Systems or InfoTrack Products.

9.2 **AI Services**: AI Services use artificial intelligence (AI) technologies, including generative AI and may include, but are not limited to, access to Your Matter Data, generated answers to questions, and prompts or reminders about deadlines and legal or business practice requirements (**AI Services**).

9.3 **Matter Data**: You agree:

(a) documents, data, materials stored against a matter file within Your InfoTrack Account (**Matter Data**) may be processed by AI Services. The processing activities and functionality align with our products' primary uses and is consistent with our Privacy Policy;

(b) You are responsible for ensuring that You have all necessary rights and consents, including third party privacy consents (**Client Consents**), to provide the Matter Data to InfoTrack for the purposes of providing the AI Services.

9.4 **Warranty**: You warrant that You have all necessary rights and Client Consents relating to Matter Data so that, InfoTrack's processing of the Matter Data will not infringe, misappropriate, or otherwise violate any third party rights any applicable Law.

9.5 **Liability**: You indemnify InfoTrack against all Loss arising from your failure to obtain and maintain required Client Consents. InfoTrack has not advised you on what consents are required in your jurisdiction..

9.6 **Disclaimers**:

(a) AI Services may not have been developed, or approved by legal practitioners and carry no legal or professional endorsement. The AI Services may not: (i) reflect applicable Laws; (ii) suit your circumstances; and (iii) be current.

(b) the AI Services do not constitute legal advice and must not be relied on as legal advice. A qualified lawyer should review any AI Services output before it is relied upon.

(c) AI Services may not be accurate or current. You are responsible for validating AI Services based on Your own professional skill, judgment and experience.

10. Client Acknowledgements and Obligations

10.1 **Client Acknowledgement**: InfoTrack is entitled to rely on Client Data as provided by the Client and, unless expressly required, InfoTrack has no obligation to verify its accuracy or completeness.

10.2 **Client Obligations**: You must (and must ensure Your Representatives & Permitted Users):

(a) provide InfoTrack with any Client Data and sufficient written instructions as reasonably required to enable InfoTrack to provide the InfoTrack Systems and InfoTrack Products;

(b) comply with any Third Party Terms;

(c) implement the security measures specified under clause 23.2; and

(d) comply with the terms of this Agreement,

(together, the **Client Obligations**).

10.3 **Exclusion of liability**: InfoTrack is not liable for any failure to provide the InfoTrack Systems or InfoTrack Products to the extent caused by Your failure to fulfil any of Your Client Obligations.

Fees & Payment

11. Fees and Invoices

11.1 **Tax Invoice**: InfoTrack must issue to You a Tax Invoice complying with Tax Law for all Fees during the invoice period.

11.2 **Payment of Fees**: You must pay all undisputed Fees under this Agreement.

11.3 **Payment Terms**: Subject to clause 11.12(a), payment is due within 30 days of receiving the relevant Tax Invoice, unless otherwise agreed.

11.4 **Credit Card Payments**: Where required, You must pay at the time of placing an order. If the credit card payment fails, InfoTrack may retry a payment up to three times, or suspend Your account until fully paid. InfoTrack may charge a credit card transaction fee (displayed at point of sale). InfoTrack may waive this fee for direct debit payments.

11.5 **Third Party Suppliers**: Many InfoTrack Products rely on Third Party Products and are subject to Third Party Supplier Terms and the Authority Fees that InfoTrack cannot control. InfoTrack may adjust, Fees to reflect changes in Authority Fees, as set by the Third Party Suppliers.

11.6 **Authority Fee Increases**: Noting clause 11.5, InfoTrack may increase the Fees at any time to pass through Authority Fee increases or additional charges imposed by its Third Party Suppliers. InfoTrack will use reasonable endeavours to provide You with reasonable advanced written notice of the new Fees. However, this may not always be possible where Third Party Suppliers give little or no notice. Adjusted Fees will be shown at point of sale.

11.7 **Fee Review**: Without limiting clause 11.6, InfoTrack may increase Fees by giving reasonable advance written notice. Adjusted Fees will be shown at point of sale.

11.8 **Termination**: If you object to any increase to Fees under clauses 11.6 or 11.7, you may terminate this Agreement immediately by written notice within 60 days of the change taking effect. You may also simply stop using your InfoTrack Account without formal notice (subject to clause 17.4).

11.9 **Cancelled Orders**: InfoTrack may retain or charge the Fees on cancelled orders, or NIL results where InfoTrack has reasonably incurred costs, or Authority Fees. Any refund is assessed based on its own merits and requires the relevant Third Party Supplier to refund the applicable Authority Fee.

11.10 **Disputes**: Paying a Tax Invoice does not waive Your right to dispute it.

11.11 **Interest**: Interest accrues on overdue undisputed Fees at 5% per annum above the applicable Cash Rate, calculated daily.

11.12 **Payment Default**: You acknowledge and agree that:

(a) If you have a history of late payment InfoTrack may require conversion to direct debit with payment to be automatically deducted on the date of the Tax Invoice.

(b) if any Fees are unpaid for more than 30 days from the due date, then, InfoTrack may;

(i) terminate this Agreement and close your account immediately; and

(ii) transfer the right to receive, recover or pursue such amounts to a third party and You will be liable for any associated recovery costs;

(c) InfoTrack may, notify a commercial credit reporting agency when:

(i) any Fee is not paid within sixty (60) days from the due date;

(ii) the amount exceeds $150.00;

(iii) InfoTrack has requested payment either in person (for example by phone call) or by notice in writing and provided You with notice of InfoTrack's intent to notify the credit reporting agency if such payment is not received; and

(iv) otherwise permitted by applicable Laws.

12. Taxes

12.1 Please see our Country-specific terms for the applicable Territory at Schedule 1.

Risk & Liability

13. Warranties, Acknowledgements and Exclusions

13.1 **Mutual Warranties**: Each Party warrants on a continuing basis that:

(a) it has full corporate power and authority to enter into and perform this Agreement;

(b) executing and performing this Agreement does not breach any contractual, legal or other obligations that apply to it; and

(c) it is lawfully able to grant any relevant licences to the other Party as provided for under this Agreement.

13.2 **InfoTrack Warranties**: InfoTrack warrants that:

(a) it will not knowingly introduce any errors, faults or other imperfections to the InfoTrack Systems or InfoTrack Products;

(b) the supply of the InfoTrack Systems and InfoTrack Products for the Permitted Purpose:

(i) is not contrary to any applicable Laws as they relate to InfoTrack; and

(ii) will not infringe any third party copyright.

13.3 **Client Warranties**: You warrant that:

(a) the Client Data disclosed by or on behalf of You to InfoTrack in connection with this Agreement:

(i) will not infringe any applicable Laws;

(ii) will not infringe the copyright or other Intellectual Property Rights of any third party;

(iii) You have obtained or will obtain (prior to disclosure to InfoTrack) all required and necessary consents and authorisations for InfoTrack to collect, use, hold, process and disclose the Client Data in accordance with this Agreement; and

(b) You (and Your Permitted users) shall use the InfoTrack Products and InfoTrack Systems in compliance with this Agreement and applicable Laws.

13.4 **Client Acknowledgements**: 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 warranties set out in clauses 13.1 and 13.2 are in lieu of any other warranties by InfoTrack, express or implied;

(b) ***InfoTrack Products and InfoTrack Systems 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 InfoTrack Products and InfoTrack Systems, including that the InfoTrack Systems and InfoTrack Products: 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 InfoTrack Products sourced from Third Party Suppliers), or that the statistical methodology on which any of the InfoTrack Products are derived use appropriate or accurate assumptions;***

(c) InfoTrack does not provide any legal advice or legal services, accounting or other professional services advice by providing You access to the InfoTrack Products;

(d) You are solely responsible for ensuring that the InfoTrack Systems and InfoTrack Products meet Your needs; and

(e) links, integrations, or connections to third-party websites, applications, or other services do not imply review or endorsement by us. You and Your End User client access them at your own risk.

13.5 **Remedies**: If InfoTrack breaches: (i) clause 13.2 ; (ii) any warranties implied by Law; or (iii) any warranties that cannot be excluded by Law, then InfoTrack's liability is, at its election, limited to:

(a) using commercially reasonable efforts to modify, correct or provide access to the relevant InfoTrack Systems or InfoTrack Products;

(b) re-supplying the InfoTrack Products to You;

(c) reimbursing to You the relevant Fees paid by You (where applicable) for the provision of the InfoTrack Products; and/or

(d) waiving payment of any Fees for the re-supply of the InfoTrack Products to You.

14. Indemnities

14.1 **Indemnities**: The Party giving the indemnity (**Indemnifying Party**) indemnifies the other Party (**Indemnified Party**) against any third party Claims (including any reasonable legal costs) reasonably incurred and arising directly from:

(a) any infringement by the Indemnifying Party upon any person's Intellectual Property Rights or misuse of Confidential Information in connection with this Agreement;

(b) any breach of clauses 5 (Access, Licence & Restrictions) or 19 (Intellectual Property Rights) by the Indemnifying Party;

(c) any grossly negligent, wilful, criminal or fraudulent act or omission by the Indemnifying Party or its Representatives in connection with this Agreement; or

(d) any personal injury or death or property damage caused by the negligent acts or omissions by the Indemnifying Party or its Representatives in connection with this Agreement.

14.2 **Control of Defence**: Where clause 14.1 applies and the Claim is a Claim made by a third party against You:

(a) InfoTrack reserves the right to defend the Claim (or any Losses claimed, as may be applicable); and

(b) where InfoTrack exercises this right, You must:

(i) give InfoTrack sole control of the defence and settlement (except that InfoTrack may not settle without unconditionally releasing you from all liability);

(ii) provide all reasonable assistance InfoTrack requests (and InfoTrack will cover Your reasonable third party costs of doing so); and

(c) You must take all reasonable steps to mitigate Your Losses in respect of any such Claim.

15. Limitation of Liability

15.1 **Liability Cap**: Except as provided under clauses 15.2 and 15.3, and subject to clauses 15.4, 15.5 and 15.6, and to the maximum extent permitted by Law, each Party's maximum aggregate liability arising under or in connection with this Agreement (whether directly or indirectly, in equity, contract, tort, negligence or otherwise) will not exceed the amount specified in Schedule 1 (**Liability Cap**). This cap applies both to each individual Claim and to the aggregate of all Claims and Losses arising in any rolling 12-month period during the Term.

15.2 **Super Cap**: Except as provided under clause 15.3, and subject to clauses 15.4, 15.5 and 15.6, and to the maximum extent permitted by Law, each Party's maximum aggregate liability for Claims or Losses arising from:

(a) a Party's indemnification obligations under clauses 14.1(a) and 14.1(b); or

(b) any breach by that Party of clauses 5 or 19,

will not exceed the amount specified in Schedule 1 (**Super Cap**). This cap applies both to each individual Claim and to the aggregate of all Claims and Losses arising in any rolling 12-month period during the Term.

15.3 **Uncapped Liabilities**: Subject to clauses 15.1, 15.2, 15.4, and to the maximum extent by Law, nothing in this Agreement limits or excludes a Party's liability for any Claims or Losses:

(a) arising under clauses 14.1(c) or 14.1(d);

(b) arising from any Grossly Negligent, wilful, criminal or fraudulent acts or omissions of the other Party or its Representatives;

(c) arising from your breach of clauses 5.5;

(d) arising from the obligation to pay Fees; or

(e) that may not be limited or excluded under Law.

15.4 **General Exclusions**: Notwithstanding any other term of this Agreement, InfoTrack has no liability for any Loss or Claim caused directly or indirectly by:

(a) the failure by You to comply with any Laws governing the conduct of Your business;

(b) the inability of You, Your Representatives, Affiliates or any Permitted User to access or use the InfoTrack Systems or InfoTrack Products for any reason not within InfoTrack's reasonable control;

(c) a failure by You, Your Representatives, Affiliates or any Permitted User to comply with Your Client Obligations under this Agreement;

(d) equipment, data, Client Data or services supplied to InfoTrack by You or any third party not within InfoTrack's reasonable control;

(e) the Third Party Products, Third Party Suppliers, Third Party Supplier websites, or any linked or integrated third party websites, content, services or applications; or

(f) a Force Majeure Event.

15.5 **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 this Agreement (including under an indemnity). This clause does not apply to Losses or Claims arising under clause 15.3(c).***

15.6 **Contributory Acts**: To the maximum extent permitted by Law, a Party's liability to the other Party in connection with this Agreement (including under an indemnity) will be reduced proportionately by the extent to which the acts or omissions of the other Party or any of its Affiliates caused or contributed to the relevant Loss or Claim.

15.7 **Mitigation**: Each Party must take all reasonable steps to mitigate its Losses arising in connection with this Agreement (including under an indemnity).

15.8 **Survival of Clause**: This clause 15 is intended to survive the termination of this Agreement.

Relationship Governance

16. Suspension of Access

16.1 **Suspension**: InfoTrack may suspend this Agreement (in whole or in respect of specified InfoTrack Products) by written notice where

(a) it is directed to do so by a Third Party Supplier;

(b) InfoTrack becomes aware of, or reasonably suspects that, You are in breach of the Third Party Terms;

(c) InfoTrack becomes aware of, or reasonably suspects that, You are in breach of clause 23.2 (Client Security Measures); or

(d) as otherwise specified under this Agreement.

16.2 **Notice and resumption**: InfoTrack will use reasonable commercial endeavours to:

(a) provide as much notice as practical; and

(b) restore suspended services once the relevant issue referenced out in clause 16.1 has been rescinded or resolved.

17. Termination

17.1 **Termination for Convenience:** Either Party may terminate this Agreement by providing at least 30 days' written notice.

17.2 **Termination for Material Breach**: Either Party may terminate or suspend this Agreement immediately by written notice if other Party:

(a) commits a material breach that cannot be remedied;

(b) commits a material breach capable of remedy and fails to remedy it within 10 Business Days of written notice, or commits multiple or recurring breaches which in aggregate amount to a material breach;

(c) suffers an Insolvency Event; or

(d) does anything that materially damages or is likely to materially damage the reputation of any relevant brand of the other Party.

17.3 **Termination or suspension for non-payment**: InfoTrack may terminate or suspend this Agreement immediately if You owe undisputed amounts outstanding for more than 30 days, after written demand.

17.4 **Termination or suspension for non-use**: InfoTrack may suspend or terminate Your account if Your Account is unused for 2 or more years.

17.5 **Termination for conduct**: InfoTrack aims to treat all clients with courtesy and respect. In turn, InfoTrack expects clients to adhere to the same standards when dealing with InfoTrack staff. InfoTrack may terminate this Agreement upon immediate written notice to You where, in the reasonable opinion of InfoTrack, behaviour by You or any of Your Representatives constitutes unacceptable conduct, including harassment or abuse of any kind (whether verbal, physical or written), towards an InfoTrack Representative.

18. Consequences of Termination

18.1 **Obligations**: Upon termination or expiry of this Agreement:

(a) You must immediately cease using all relevant InfoTrack Systems, InfoTrack Products and any other InfoTrack Materials in Your possession or control;

(b) You must pay all outstanding Fees for InfoTrack Products provided before the termination date;

(c) InfoTrack must immediately cease using any Client Data and Your Intellectual Property Rights (but excluding any Third Party Product);

(d) each Party must promptly securely and permanently delete or destroy the others Party's Materials and Confidential Information in its possession or control, except to the extent:

(i) required by Law or under any legally binding order or rule of any regulator or stock exchange;

(ii) required for accounting, corporate governance, or regulatory purposes;

(iii) the materials are stored in an archived backup of the respective Party's relevant software (or other server environment);

(iv) the materials are the subject of an unexpired licence granted under this Agreement;

(**Retained Information**).

18.2 The Retained Information must be:

(a) kept confidential in accordance with clause 20 of this Agreement;

(b) not used for any purpose other than as permitted under clause 18.1(d) above; and

(c) permanently deleted and destroyed in accordance with this Agreement once no longer required for the purpose specified under clause 18.1(d) above.

Protecting IP & Information

19. Intellectual Property Rights

19.1 **InfoTrack IP**: You acknowledge and agree that:

(a) all Rights, title and interests (including all Intellectual Property Rights) in the InfoTrack Materials (including any Modifications) are owned by and vest in, InfoTrack, its Affiliates or Third Party Suppliers on creation; and

(b) except for any rights expressly granted under this Agreement, You do not acquire any Right, title, interest or any Intellectual Property Rights to the InfoTrack Materials through this Agreement.

19.2 **Client Data**: You own all Rights, title and interests (including all Intellectual Property Rights) in the Client Data.

19.3 **Derivative Works**: Where the You are authorised to create new works using the InfoTrack Materials (**Derivative Work**), then, unless otherwise specified:

(a) subject to InfoTrack's underlying ownership of the InfoTrack Materials, the Client owns the Derivative Work upon creation; and

(b) for clarity, in respect of the InfoTrack Materials incorporated in such Derivative Works:

(i) InfoTrack's (or its Affiliates or Third Party Suppliers) owns and continues to own all Rights, title and interests (including all Intellectual Property Rights) to those InfoTrack Materials; and

(ii) the InfoTrack Materials subsisting in a Derivative Work are subject to the licence granted under clause 5.2 and this Agreement.

20. Confidentiality

20.1 **Mutual obligations of confidence**: Subject to clause 21.2, the Recipient 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 under this Agreement;

(c) not transfer or disclose Confidential Information to any person other than as expressly permitted under this Agreement;

(d) ensure that it's Representatives and Affiliates comply with the Recipient's obligations as set out in this Agreement; and

(e) establish and maintain effective security measures no less stringent than those it uses to protect it's own Confidential Information to protect the Discloser's Confidential Information in the Recipient's possession or control (or in the possession or control of any of its Representatives or Affiliates) from loss, theft, or unauthorised access, use, copying, modification, destruction or disclosure .

20.2 **Permitted use and disclosure**: Notwithstanding clause 21.1 and subject to clause 21.3 the Recipient may disclose Confidential Information to:

(a) its Representatives, limited to the extent necessary to perform the Recipient's obligations or exercise its rights under this Agreement;

(b) to its professional advisors, to obtain legal or other professional advice in relation to matters arising under or in connection with this Agreement;

(c) the extent required to comply with any Law, binding directive of a Regulator or a court order;

(d) to the extent required to do so in connection with legal proceedings relating to this Agreement;

(e) to the extent required under the listing rules of an applicable securities exchange or to facilitate an initial public offering or listing on that securities exchange; or

(f) as otherwise agreed in writing by the Parties.

20.3 **Conditions of Disclosure**: Before using or disclosing the Confidential Information under clause 21.2, the Recipient must:

(a) promptly notify the Discloser in writing if disclosure may be required under clause 21.2(c) or 21.2(d) to give the Discloser an opportunity to prevent the disclosure, to obtain a protective order or other remedy;

(b) limit the disclosure of any Confidential Information permitted under clause 21.2 to the minimum extent necessary to satisfy the purpose of the disclosure; and

(c) take all reasonable and lawful steps to preserve its confidentiality and, to the extent possible, ensure that any Confidential Information disclosed under clause 21.2 is subject to equivalent confidentiality obligations to this Agreement.

20.4 **Acknowledgements**: The Parties acknowledge and agree that the other Party's Confidential Information is commercially sensitive, proprietary and valuable to the other Party and, in respect of any breach or threatened breach by a Party or any of its Representatives or Affiliates of its obligations under this Agreement (including those contained in this clause 21):

(a) damages may not be available, or if they are, they may not be an adequate remedy for the other Party;

(b) the other Party is entitled to seek injunctive relief as a remedy, in addition to any other remedies available at Law.

20.5 **Survival**: All obligations of confidence set out in this clause 21 are intended to continue in full force and effect even after the termination of this Agreement.

21. Privacy

21.1 **Privacy Policy**: In addition to these General Terms, our Privacy Policy sets out how we process Your Personal Information that You, Your Representatives or Your End Users disclose to InfoTrack.

21.2 **Compliance with Privacy Laws**: Each Party and its Representatives must comply with all Privacy Laws in connection with any Personal Information collected, used, disclosed, stored or received in connection with this Agreement.

21.3 **Disclosure of Personal Information**: Each Party warrants that any Personal Information it or it's Representatives disclose under this Agreement will be and has been collected, used, processed, held and disclosed in accordance with applicable Privacy Laws.

21.4 **Receipt of Personal Information**: The Recipient of Personal Information must (and must ensure that its Representatives):

(a) not collect, use, disclose, store, transfer or handle the Personal Information except in accordance with applicable Privacy Laws, the Permitted Purpose and strictly for the purpose of performing its obligations and exercising its rights under this Agreement, or as otherwise required by Law;

(b) take all reasonable steps to protect it from misuse, Loss, unauthorised access, modification or disclosure;

(c) take all reasonable steps to destroy or permanently de-identify it upon the earlier of the expiry or termination of this Agreement or when it is no longer needed for a purpose connected with this Agreement;

(d) notify the Discloser in writing, without undue delay and within no more than 72 hours after becoming aware of any:

(i) compliance notice or other request issued by a relevant Regulator; or

(ii) breach of this clause 22 or any applicable Privacy Law.

21.5 **Notification of Data Breach**: Where a Party has reasonable grounds to suspect a Notifiable Data Breach has occurred, that Party will:

(a) notify the other Party in writing including all relevant details without undue delay and no later than 72 hours after becoming aware;

(b) co-operate with the other Party to investigate the suspected Notifiable Data Breach;

(c) take all reasonable steps to mitigate the impact of the Notifiable Data Breach and prevent recurrence;

(d) co-operate in good faith to minimise reputational damage, including liaising on communications with the Regulator, affected individuals and any other impacted third parties; and

(e) co-operate in good faith with the other Party to prepare and submit notifications to the applicable Regulator and affected individuals and provide other assistance as reasonably required to support the other Party in its compliance with Privacy Laws.

21.6 **Survival of Clause**: This clause 22 survives the termination of this Agreement.

22. Data Protection & Security

22.1 **Security Standards**. Each party must maintain security controls for the systems it operates in connection with this Agreement that:

(a) meet or exceed ISO 27001:2022 (or any equivalent or successor standard);

(b) ensure materials provided under this Agreement do not contain publicly known Malware; and

(c) protect Client Data stored, handled or processed from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access.

22.2 **Client Security Measures**: In addition to clause 22.1, You must:

(a) ensure that no Unauthorised Person can access or use the InfoTrack Systems or Products for a Non-Permitted Purpose.

(b) not circumvent or violate any security measures InfoTrack uses for the InfoTrack Environment; or

(c) not scan or test the vulnerability of the InfoTrack Environment or breach InfoTrack's security or authentication procedures.

22.3 **User Credentials**: You acknowledge and agree that:

(a) InfoTrack may update User Credentials to protect the security of the InfoTrack Systems.

(b) You must, and must ensure each Permitted User:

(i) protect User Credentials from theft, loss or unauthorised use and keep them confidential under clause 20; and

(ii) not disclose or allow (including through negligence) User Credentials to be used by any person other than an authorised Permitted User (**Unauthorised Users**).

(c) You are solely responsible for all use of your User Credentials, including by any Unauthorised Users. InfoTrack may rely on any order placed using your User Credentials.

Compliance & General Details

23. Audit Rights

23.1 **Client Obligation**: You must maintain all financial, operational, technical and other records relating to your use of the InfoTrack Systems and InfoTrack Products and your compliance with this Agreement (**Client Records**). Client Records must be complete, up to date and kept in a manner that permits audit for at least 7 years after termination or expiry.

23.2 **Notice of Audit**: No more than once per 12 months (unless InfoTrack reasonably suspects a breach), InfoTrack may request an audit of Client Records by giving at least 5 Business Days' written notice.

23.3 **Conduct of Audit**: If an audit is requested, you must:

(a) answer all questions to the best of Your knowledge and belief;

(b) provide copies of or access to the Client Records; and

(c) provide all reasonable cooperation and assistance to InfoTrack as reasonably necessary to facilitate the conduct of the audit.

23.4 **Treatment of Records**: InfoTrack must keep all Client Records and other Confidential Information accessed during an audit strictly confidential.

23.5 **Third Party Suppliers**: You acknowledge and agree that:

(a) You must comply with any reasonable Third Party Supplier audit request exercised through InfoTrack under this clause;

(b) the Third Party Supplier may appoint InfoTrack to conduct an audit or inspection of the Client Records on its behalf;

(c) subject to clause 24.4, InfoTrack may provide to a Third Party Supplier any relevant Client Records discovered by InfoTrack or otherwise reasonably requested by a Third Party Supplier; and

(d) except where it would cause You to breach any applicable Laws, You must take reasonable steps to ensure that You do not disclose or advertise that a Third Party Supplier has conducted an audit in respect of this Agreement.

23.6 **Survival of Clause**: This clause 24 survives the termination of this Agreement.

24. General

24.1 **Force Majeure**: Neither Party is liable for any failure or delay in performing their obligations if the failure or delay results from an event of Force Majeure and such affected obligations will be suspended until the passing of that Force Majeure event.

24.2 **Notices:** InfoTrack will provide notices to You by sending an email to the primary account contact. You will provide notices under this Agreement to Us by sending an email to the Email Address set out in the Country-specific terms at Schedule 1. Notice is effective on sending. You are responsible for keeping Your email address current.

24.3 **Assignment**: Neither Party may assign any of its rights or obligations, without the other's prior written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

24.4 **Costs**: Each Party must pay its own costs in relation to preparing, negotiating and executing this Agreement and any document related to this Agreement.

24.5 **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements, negotiations, representations and understandings..

24.6 **Further acts**: Each Party must promptly execute all documents and do all things reasonably requested by the other to give effect to this Agreement and all transactions incidental to it.

24.7 **No agency or partnership**: Except as specifically provided in this Agreement or by express written agreement between the Parties, the relationship between the Parties is that of principal and independent contractor and no Party is an agent, Representative, partner, employee/employer, fiduciary or joint venturer of any other Party.

24.8 **No authority to act** Except as expressly provided in this Agreement or agreed in writing between the Parties, neither Party has authority to act for, bind, assume obligations on behalf of, or pledge the credit of the other Party.

24.9 **Severability**: If a clause or part of a clause of this Agreement is illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

24.10 **Variation**: Any variation to this Agreement must be in writing and accepted by the Parties. This acceptance includes:

(a) electronic acceptance such as by clicking "I agree" (or similar) upon notification of any variation to the terms of this Agreement; and

(b) continued use of the InfoTrack Systems or InfoTrack Products after written notification.

24.11 **Waiver**: The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another Party. A waiver by a Party is only effective if it is in writing and signed by the Party. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

24.12 **Accrued Rights**: Termination or expiry of this Agreement will not act as a waiver of any breach or other accrued Rights arising in connection with this Agreement; and will not act as a release of either Party from any accrued obligations under this Agreement.

24.13 **Governing law and jurisdiction**: Please see our Country-specific terms for the applicable Territory as set out at Schedule 1.

25. Definitions and Interpretation

25.1 **Definitions**

The following definitions apply in this Agreement, unless context otherwise requires:

Affiliate has the meaning given in the Country-specific terms at Schedule 1.

AI Services has the meaning given under clause 9.2.

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

Business Day has the meaning given in the Country-specific terms set out at Schedule 1.

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.

Client Data means any data, information, text, content or other materials (including Matter Data, Personal Information and Confidential Information) which is supplied to InfoTrack or its Affiliates by You or Your Representatives in connection with this Agreement; but for clarity, does not include: any InfoTrack Materials supplied to You in connection with this Agreement; any materials already held by InfoTrack prior to any supply by You to InfoTrack; any material that independently comes into the possession of InfoTrack (other than through You or Your Representatives); and any metadata generated by InfoTrack in the operation of the InfoTrack Environment or provision of the InfoTrack Products.

Client Obligations means the obligations set out in clause 10.2.

Commencement Date has the meaning given to that term under clause 1.3.

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

(a) the terms of this Agreement and the commercial arrangements between the Parties;

(b) any information that the other Party knows, or ought to know, is confidential to the Discloser;

(c) the Discloser's Intellectual Property Rights and Personal Information and any Intellectual Property Rights of third party suppliers or Third Party Suppliers to InfoTrack (or their Affiliates);

(d) trade secrets, know-how, specifications, inventions, processes or initiatives which are of a confidential nature;

(e) in relation to InfoTrack, the InfoTrack Materials; and

(f) in relation to You, any Client Data,

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

(g) it is in, or becomes part of, the public domain other than through breach of this Agreement or an obligation of confidence owed to the Discloser;

(h) the Recipient can prove by contemporaneous written documentation:

  (i) it was already known to it at the time of disclosure by the Discloser;

  (ii) it was independently developed by the Recipient without reference to the Confidential Information of the Discloser; or

  (iii) the Recipient acquired it from a source other than the Discloser or any of its Representatives, where such a source is entitled to disclose it on a non-confidential basis.

Consequential Loss means Losses that are special, indirect, incidental, punitive or consequential, including: 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; and where such Losses may not reasonably be considered as arising naturally or directly from the event by which they are caused.

Consumer Law has the meaning given in the Country-specific terms at Schedule 1.

Corporations Act has the meaning given in the Country-specific terms at Schedule 1.

Data Breach means the accidental or unlawful destruction, loss, alteration, or unauthorised disclosure of, or access to:

(a) where You are the Recipient, the InfoTrack Materials transmitted, stored or otherwise processed by You in connection with this Agreement; or

(b) where InfoTrack is the Recipient, Client Data transmitted, stored or otherwise processed by InfoTrack in connection with this Agreement.

Derivative Work means a new original work or other works or materials created by You based wholly or partly upon (whether by using, incorporating, adapting, altering, modifying or other nature) the InfoTrack Materials.

Direct Marketing has the meaning given in the Country-specific terms at Schedule 1.

Discloser means the Party disclosing Confidential Information and/or Personal Information (as applicable) to the other Party (or its Representatives) in connection with this Agreement.

Documentation means the whole and any part of InfoTrack guides, manuals, user instructions and written specifications regarding the InfoTrack Products or the InfoTrack Systems and any marketing material regarding the InfoTrack Products or the InfoTrack System.

End User means Your clients by whom You have been engaged to provide professional, legal, transactional or advisory services on a one-to-one basis.

Fees means the fees charged by InfoTrack for the InfoTrack Products notified in the InfoTrack System (as varied from time to time in accordance with this Agreement) and includes the Authority Fees.

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.

Super Cap has the meaning given in the Country-specific terms at Schedule 1.

InfoTrack means the InfoTrack entity with whom you entered into this Agreement (and that supplies You with access to the InfoTrack System and/or InfoTrack Products) as set out in the Country-specific terms at Schedule 1.

InfoTrack Account means Your online account and storage facility accessed via the InfoTrack System, and can be used by You to order InfoTrack Products, and store Matter Data.

InfoTrack Application has the meaning given in the Country-specific terms at Schedule 1.

Insolvency Event has the meaning given in the Country-specific terms at Schedule 1.

InfoTrack API means the application programming interfaces owned and/or licensed by InfoTrack that facilitate the Integrator's integration of the Integrator Application and access to the InfoTrack Products, made available to the Integrator in its test, stage or production environments.

InfoTrack Environment means any hardware, software, information, networks, systems, databases or other technology solutions owned or controlled by InfoTrack (in the ordinary course of operating its business), including the InfoTrack Systems.

InfoTrack Materials means all materials, data, information, works, Rights and Intellectual Property Rights held, owned or licenced by InfoTrack or its Affiliates (current or future) in the usual course of business including any Third Party Product, InfoTrack Confidential Information, InfoTrack Products, the InfoTrack Environment, Documentation, and any metadata or aggregated machine learning results generated by InfoTrack in the operation of the InfoTrack Environment or supply of the InfoTrack Products and any other material accessed by You in the use of the InfoTrack Products or InfoTrack Systems, and includes all Modifications to those materials.

InfoTrack MCP Server means the InfoTrack server that implements the 'Model Context Protocol' standard, enabling 'AI Agents' to securely access InfoTrack Products via the InfoTrack Application.

InfoTrack Products means all the products, services, data, information, statistics, analytics, results, reports, images, Property Attributes and Third Party Products that are compiled, incorporated into, created, produced, collected, held or acquired by InfoTrack or its Affiliates and licensed or supplied to You (or Your Representatives) by or on behalf of InfoTrack under this Agreement.

InfoTrack System means the platforms and applications owned or licensed by InfoTrack through which the Client can order and access the InfoTrack Products and includes the InfoTrack Application, InfoTrack APIs and InfoTrack MCP Server as applicable.

Integration Terms means the terms specified in the Country-specific terms at Schedule 1 that apply to your use of and access to the InfoTrack APIs and/or InfoTrack MCP Server as applicable, and apply in addition to the InfoTrack General Terms.

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 26.1(a) – 26.1(f)) 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 the Territory 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.

Malware means malicious software code, programming instruction, or including any thing or device that may damage, disrupt, overload, disable, adversely affect or modify the operation of any computer hardware, software or code including to shut down or deny users access to all or any part of a relevant system or environment; or otherwise impair the reliability of any information held on a relevant system or environment (whether by re-arranging, altering or erasing data in whole or in part or otherwise), and includes Trojan horses, viruses, bots, bugs, spyware, file corruption, worms, logic bombs, backdoors, disabling code, key-loggers, ransomware, hijackers, rootkit and other similar things.

Matter Data has the meaning given under clause 9.3(a).

Modifications means all enhancements, modifications, updates, improvements, configurations and derivative works relating to or in connection with the InfoTrack Materials.

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 or any applicable Law), that exist or that may come to exist, anywhere in the world.

Non-Permitted Purpose has the meaning set out at clause 5.5(a) and any other restriction on use specified in an Order Form or the Third Party Terms.

Notifiable Data Breach means a Data Breach or any other data breach that is notifiable to a Regulator under applicable Privacy Laws in respect of Personal Information which is disclosed to or received by a Party under or in connection with this Agreement.

Order Form means any Order Form entered into by the Parties pursuant to the terms of this Agreement that sets out the terms applicable to the access and use of identified InfoTrack Systems and InfoTrack Products.

Party means a party to this Agreement and **Parties** means both of them.

Permitted Purpose means, subject always to any limitations set out in these General Terms:

(a) in respect of the InfoTrack Systems: for the purposes of ordering and accessing InfoTrack Products; and

(b) in respect of the InfoTrack Products:

  (i) Your internal business purposes in connection with the preparation of and provision of professional advisory or legal services to Your End User clients, including the provision of a Derivative Work; and

  (ii) the meaning set out in any relevant Product Terms or Third Party Terms (as applicable) and which takes precedence in accordance with clause 1.2.

Permitted User means Your Representatives who:

(a) are required by You to access the InfoTrack System and/or InfoTrack Products but only to the extent needed to enable You to achieve the Permitted Purpose;

(b) have been allocated User Credentials to access the InfoTrack System in accordance with this Agreement; or

(c) persons or entities expressly identified as such in an Order Form.

Personal Information means any 'personal information' or 'personal data' as that term is defined in applicable Privacy Laws and which is disclosed by or on behalf of the Discloser to the Recipient or its Representatives under this Agreement.

Personnel means employees, agents, independent personal services contractors, or any other staff or personnel acting on behalf of or at the direction of the relevant Party.

Privacy Laws has the meaning given in the Country-specific terms set out at Schedule 1.

Privacy Policy means InfoTrack's Privacy Policy located on the applicable InfoTrack Application, as set out in the Country-specific terms at Schedule 1.

Product Terms means the product specific terms specified in the Country-specific terms at Schedule 1 and that are applicable to any InfoTrack Products as identified in the relevant 'Product Terms'.

Property Attributes means the physical, environmental and other observable factual data and information relating to a real property including: living area and layout, number of bedrooms, bathrooms, floor levels, number of car spaces and type, fixtures, utility services, condition (including repairs, hazards or defects), access, construction type and materials, roof type, land size, property aspect, land and yard feature, spatial data, property improvements (such as buildings, pool, garage), and year built or renovated.

Recipient means the Party in possession or control of Confidential Information and/or Personal Information (as applicable) disclosed to it by the other Party (or its Representatives) in connection with this Agreement.

Regulator has the meaning given in the Country-specific terms set out at Schedule 1.

Representative means a Party and any of its Personnel, officers, directors, contractors and subcontractors, associates, representatives and any other person who acts for or on behalf of that Party.

Right includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action.

Service Fees means the Fees set out in an Order Form (as varied from time to time in accordance with this Agreement), excluding the Authority Fees.

Tax means the relevant goods and services tax, value added tax, sales tax, excise tax, tariffs or similar taxes, duties and charges as defined in the Tax Law.

Tax Invoice has the meaning given in the Country-specific terms set out at Schedule 1.

Tax Law has the meaning given in the Country-specific terms set out at Schedule 1.

Term has the meaning given under clause 3.1.

Territory means the country where the contracting InfoTrack entity is located, as specified in Schedule 1.

Third Party Product means data, information, Property Attributes, reports, images, plans, documents or other materials of any nature which is supplied to, collected, licensed or acquired by InfoTrack and which InfoTrack uses, licenses, resells or otherwise exploits for commercial purposes, including by compiling or incorporating within InfoTrack Products (in whole or in part).

Third Party Supplier means any entity, government department, agency or other organisation from which InfoTrack or any of its Affiliates licences the Third Party Product.

Third Party Terms means conditions, restraints, disclaimers or limitations (as required by Third Party Suppliers) applicable to certain Third Party Product that are provided or licensed by Third Party Suppliers and made available to You by InfoTrack and are either:

(a) presented to You for acceptance at the point of sale;

(b) specified in the Country-specific terms at Schedule 1; 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 a Permitted User for the purpose of accessing and using the InfoTrack Systems.

25.2 **Interpretation**

In this Agreement, unless the context otherwise requires:

(a) headings are inserted for convenience only and do not affect the interpretation of this Agreement;

(b) if the day on which any act, matter or thing is to be done under this Agreement is not a Business Day in the place where the act, matter or thing is to be done, the act, matter or thing must be done on the next Business Day in that place;

(c) a reference to monetary amounts means the lawful currency of the Territory, as set out in the Country-specific terms at Schedule 1;

(d) a reference to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision;

(e) a reference to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;

(f) a reference to a clause, part, schedule, module, exhibit or attachment is a reference to a clause, part, schedule, module, exhibit or attachment of or to this Agreement;

(g) an expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency;

(h) a reference to any government department or agency includes any successor of that department or agency;

(i) where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;

(j) a word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders;

(k) references to the words 'include', 'includes' or 'including' are to be construed without limitation;

(l) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;

(m) a reference to this Agreement includes the agreement recorded in this Agreement;

(n) any schedules and attachments form part of this Agreement.

Schedule 1 Country-specific Terms

1. Australia

Details	
InfoTrack	InfoTrack Pty Limited
ABN	36 092 724 251
Address	Tower 2, Level 21/200 Barangaroo Avenue, Sydney NSW 2000
Email Address	helpdesk@infotrack.com.au
InfoTrack Applications	Search Website: https://www.infotrack.com.au/ and InfoTrackGO: https://infotrackgo.com.au/
General Terms	https://www.infotrack.com.au/legal/GeneralTerms
Product Terms	https://www.infotrack.com.au/legal/ProductTerms
Third Party Terms	https://www.infotrack.com.au/legal/ThirdPartyTerms
Privacy Policy	http://www.infotrack.com.au/legal/PrivacyPolicy
Territory	Australia
Currency	$, AUD, Australian dollars

Australian-Specific Terms	
The following amendments to the General Terms apply if You access and use the InfoTrack Systems or order InfoTrack Products supplied by InfoTrack Pty Limited or any of its subsidiaries in Australia.	
Taxes (Clause12)	**12 Taxes** 12.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 12.2 If the supply of an InfoTrack Product is subject to Tax, You must pay to InfoTrack an additional amount equal to the relevant Fee multiplied by the applicable Tax rate. Such additional amount is payable at the same time as the related Fee. InfoTrack will provide You with a Tax Invoice on a periodic basis and in any event in accordance with the Tax Law. 12.3 **Survival of Clause**: This clause 12 survives the termination of this Agreement.
Limitation of Liability (Clause 15)	**Liability Cap** under clause 15.1 means the total amount of Service Fees actually paid to InfoTrack by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. **Super Cap** under clause 15.2 means AUD$1,000,000
Governing law (Clause 25.12)	25.12 **Governing law and jurisdiction**: This Agreement is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.
Definitions and Interpretation (Clause 26.1)	
Affiliate	**Affiliate** means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a ***"Related Body Corporate"***, which has the meaning given in the Corporations Act.
Business Day	**Business Day** means a day other than a Saturday, Sunday or gazetted public holiday in Australia
Cash Rate	**Cash Rate** means the cash rate last published by the Reserve Bank of Australia.
Consumer Law	**Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth), any equivalent State or Territory legislation, and any equivalent applicable provisions of the *Australian Securities and Investments Commission Act 2001* (Cth).
Corporations Act	**Corporations Act** means the *Corporations Act 2001* (Cth) and any regulations made under it.
Direct Marketing	**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.
Insolvency Event	**Insolvency Event** means the occurrence of any one or more of the following events in relation to a Party: (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) it is insolvent within the meaning of the Corporations Act; (c) it must be presumed by a court to be insolvent by reason of an event set out in the Corporations Act; (d) it fails to comply with a statutory demand (as defined in the Corporations Act); (e) it has an administrator, receiver, controller or similar officer appointed to manage all or any of its property or any step preliminary to the appointment of such officer is taken (including statutory management); (f) it has proceedings commenced, a resolution passed, an order of a court made or other steps taken against or in respect of it for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or (g) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
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 applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the *Privacy Act 1988* (Cth), the Australian Privacy Principles, the *Spam Act 2003* (Cth) and the *Do Not Call Register Act 2006* (Cth) and any State or Territory acts and regulations applicable in the relevant State or Territory; and all applicable binding privacy codes or policies.
Regulator	**Regulator** means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the Office of the Australia Privacy Commissioner.
Tax Law	**Tax Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and all regulations and rulings made under it.
Tax Invoice	**Tax Invoice** has the meaning given under applicable Tax Law.

2. Canada

Details	
InfoTrack	InfoTrack Services Limited
Registration Number	Business Number: 737757724
Address	20 Bay Street, Suite 1530, Toronto, Ontario M5J2N8, Canada
Email Address	helpdesk@infotrackcanada.com
InfoTrack Applications	https://www.infotrackcanada.com/
General Terms	https://www.infotrackcanada.com/legal/GeneralTerms
Product Terms	https://www.infotrackcanada.com/legal/ProductTerms
Third Party Terms	https://www.infotrackcanada.com/legal/ThirdPartyTerms
Privacy Policy	http://www.infotrackcanada.com/legal/PrivacyPolicy
Territory	Canada
Currency	$, CAD, Canadian dollars

Canadian-Specific Terms	
The following amendments to the General Terms apply if You access and use the InfoTrack Systems or order InfoTrack Products supplied by InfoTrack Services Limited (Canada).	
Agreement (Clause 1)	Clause 1.2 is deleted and replaced as follows: *1.2 If there is any inconsistency between the documents listed above, the documents listed later will prevail to the extent of the inconsistency.*
Licence Restrictions (Direct Marketing) (Clause 5.5(k))	Clause 5.5(k) is deleted and replaced as follows: ***Direct Marketing**: use the InfoTrack Products in any way in connection with Direct Marketing, other than in accordance with applicable Laws;*
Fees and Invoices (Clause 110)	• References to "*Tax Invoice*" shall be read as "*invoice*". • Clause 11.1 (Tax Invoice) does not apply. • Clause 11.10 (Disputes) does not apply. • Clause 11.12(c) is deleted and replaced with the following: *2InfoTrack may, in its sole discretion acting reasonably, notify a commercial credit reporting agency in circumstances where any Fee is not paid within sixty (60) days from the date on which such amounts fall due as permitted by applicable Laws.*
Taxes (Clause 12)	**12 Taxes** 12.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 12.2 If InfoTrack is required to charge You Taxes, InfoTrack will include such amounts on the invoice and such amounts are payable at the same time as the related Fee. 12.3 **Survival of Clause**: This clause 12 survives the termination of this Agreement.
Limitation of Liability (Clause 15)	**Liability Cap** under clause 15.1 means the total amount of Service Fees actually paid to InfoTrack by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. **Super Cap** under clause 15.2 means CAD$1,000,000
Governing law (Clause 25.12)	25.12 **Governing law and jurisdiction**: This Agreement is governed by the laws of the Province of Ontario and the applicable federal laws of Canada without regard to conflict of laws provisions. The Parties consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis. The Parties irrevocably and unconditionally waive with respect to this Agreement terms, to the fullest extent permitted by law, all of the rights, benefits, conditions, warranties and protections, express, implied or statutory, given by the Sale of Goods Act (Ontario), the United Nations Convention on Contracts for the International Sale of Goods or, in each case, equivalent legislation, if any.

Definitions and Interpretation (Clause 26.1)	
Affiliate	**Affiliate** means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including an "***affiliated body corporate***", and has the meaning ascribed to it in the *Ontario Business Corporations Act, RSO 1990, c B16.*.
Business Day	**Business Day** means a day other than a Saturday, Sunday or gazetted public holiday in Ontario and British Columbia, Canada.
Cash Rate	**Cash Rate** means the bank rate last published by the Bank of Canada.
Consumer Law	The definition of "Consumer Law" is deleted and will not apply.
Corporations Act	The definition of "Corporations Act" is deleted and will not apply.
Direct Marketing	**Direct Marketing** includes (a) the use and/or disclosure of any information gathered from InfoTrack Products and InfoTrack Systems 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, and (b) the sending of a "commercial electronic message" to an "electronic address" (as each such quoted terms are defined in An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act, SC 2010, c 23).
Insolvency Event	**Insolvency Event** means the occurrence of any one or more of the following events in relation to a Party: (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) it is an insolvent person (within the meaning of the Bankruptcy and Insolvency Act, RSC 1985, c B-3); (c) it files a petition for bankruptcy, or commences or has commenced against it, proceedings under the Bankruptcy and Insolvency Act, RSC 1985, c B-3, the Companies' Creditors Arrangement Act, RSC, 1985, c C-36, or other law relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors; or (d) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
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 applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the Personal Information Protection and Electronic Documents Act, SC 2000, c 5 and any other applicable provincial or territorial privacy legislation.
Regulator	**Regulator** means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the Office of the Privacy Commissioner of Canada and any applicable provincial information and privacy commissioners.
Tax Law	**Tax Law** means all Laws establishing harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST) excise tax, value-added tax (VAT), sales tax, use tax, import/export tariffs, or similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by You hereunder.
Tax Invoice	The definition of "Tax Invoice" is deleted and will not apply.

3. New Zealand

Details	
InfoTrack	InfoTrack Limited
Registration Number	5999552
Address	Level 1, 110 Symonds Street, Grafton, Auckland, 1010, New Zealand
Email Address	enquiries@infotrack.nz
InfoTrack Applications	https://www.infotrack.nz/
General Terms	https://www.infotrack.nz/legal/GeneralTerms
Product Terms	https://www.infotrack.nz/legal/ProductTerms
Third Party Terms	https://www.infotrack.nz/legal/ThirdPartyTerms
Privacy Policy	http://www.infotrack.nz/legal/PrivacyPolicy
Territory	New Zealand
Currency	$, NZD, New Zealand dollars

New Zealand-Specific Terms	
The following amendments to the General Terms apply if You access and use the InfoTrack Systems or order InfoTrack Products supplied by InfoTrack Limited (NZ).	
Taxes (Clause 12)	**12 Taxes** 12.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 12.2 If the supply of an InfoTrack Product is subject to Tax, You must pay to InfoTrack an additional amount equal to the relevant Fee multiplied by the applicable Tax rate. Such additional amount is payable at the same time as the related Fee. InfoTrack will provide You with a Tax Invoice on a periodic basis and in any event in accordance with the Tax Law. 12.3 **Survival of Clause**: This clause 12 survives the termination of this Agreement.
Consumer Guarantees (Clause 0)	New clause 0.6 is inserted as follows: *13.6* ***Consumer Guarantees Act and Fair Trading Act****: The Parties agree and acknowledge that, for the purposes of the Consumer Guarantees Act 1993 (NZ) and section 5D of the Fair Trading Act 1986 (NZ):* *(a) the products and services being supplied to You under this Agreement are being supplied and acquired in trade and are not of a kind ordinarily acquired for personal, domestic or households use or consumption;* *(b) both Parties are in trade;* *(c) to the maximum extent permitted by law, and as applicable, the Parties are contracting out of the provisions of the Consumer Guarantees Act 1993 (NZ), the Contract and Commercial Law Act 2017 (NZ) and all terms implied by common law or custom and sections 9, 12A and 13 of the Fair Trading Act 1986 (NZ); and* *(d) it is fair and reasonable to be bound by this clause.*
Limitation of Liability (Clause 15)	**Liability Cap** under clause 15.1 means the total amount of Service Fees actually paid to InfoTrack by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. **Super Cap** under clause 15.2 means NZD$1,000,000
Governing law (Clause 25.12)	25.12 **Governing law and jurisdiction**: This Agreement is governed by the law of New Zealand. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.
Definitions and Interpretation (Clause 26.1)	
Affiliate	**Affiliate** means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a ***"Related Company"*** as that term is defined in the *Companies Act 1993* (NZ).
Business Day	**Business Day** means a day other than a Saturday, Sunday or gazetted public holiday in New Zealand.

Cash Rate	**Cash Rate** means the official cash rate last published by the Reserve Bank of New Zealand.
Consumer Law	**Consumer Law** means the *Fair Trading Act 1986* (NZ).
Corporations Act	**Corporations Act** means *Companies Act 1993* (NZ).
Direct Marketing	**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.
Insolvency Event	**Insolvency Event** means the occurrence of any one or more of the following events in relation to a Party: (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts; (b) it is insolvent within the meaning of the Corporations Act it must be presumed by a court to be insolvent by reason of an event set out in the Corporations Act; (c) it fails to comply with a statutory demand (as defined in the Corporations Act); (d) it has an administrator, receiver, controller or similar officer appointed to manage all or any of its property or any step preliminary to the appointment of such officer is taken (including statutory management); (e) it has proceedings commenced, a resolution passed, an order of a court made or other steps taken against or in respect of it for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or (f) it ceases conducting business in the normal course, or is in liquidation, wound up, deregistered, or dissolves.
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 applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes the *Privacy Act 2020* (NZ) and the New Zealand Information Privacy Principles which form part of the Act, and the *Unsolicited Electronic Messages Act* 2007; and all applicable binding privacy codes, policies or compliance notices.
Regulator	**Regulator** means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws, and includes the New Zealand Office of the Privacy Commissioner.
Tax Law	**Tax Law** means the *Goods and Services Tax Act 1985* (NZ) and all regulations and rulings made under it.
Tax Invoice	**Tax Invoice** has the meaning given to it under applicable Tax Law.

4. United Kingdom

Details	
InfoTrack	InfoTrack Limited
Company Number	09474590
Address	Level 11, 91 Waterloo Road, London, SE1 8RT
Territory	United Kingdom
Currency	$, GBP, Great British Pound

United Kingdom-Specific Terms	
The following amendments to the General Terms apply if You access and use the InfoTrack Systems or order InfoTrack Products supplied by InfoTrack Limited	
Fees and Payment (Clause 11)	***11.13(c)(ii)*** *the amount owed is over £150.00.*
Taxes (Clause 12)	**12 Taxes** 12.1 All Fees quoted under this Agreement will be exclusive of Tax, unless expressly stated otherwise. 12.2 Subject to prior receipt of a valid Tax invoice, You shall pay any Tax payable on the Fees under this Agreement. 12..4 **Survival of Clause**: This clause 12 survives the termination of this Agreement.
Limitation of Liability (Clause 15)	The **Liability Cap** referred to in clause 15.1 is the total amount of Service Fees actually paid to InfoTrack by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. The **Super Cap** referred to in clause 15.2is the lesser of £10,000,000 (ten million pounds) and the value of the property transaction being the subject of the Claim.
Privacy (Clause 22)	Clause 22 is deleted and replaced with the terms set out at [LINK].
Data Protection & Security (Clause 23)	The reference to ISO 9001:2015 in clause 23.1(a) is deleted.
Governing law (Clause 25.12)	*25.12* ***Governing law and jurisdiction****: This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each Party irrevocably accepts that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.*
Insurance (Clause 25.13)	25.13 **Insurance**: InfoTrack, at its own expense, maintains Professional Indemnity Insurance and the level of cover provided for by Our insurers is £10 million. InfoTrack shall promptly provide You with copies of the corresponding broker's confirmation on Your reasonable request in writing.
Complaints (Clause 25.14)	25.14 **Complaints**: (a) Full details of InfoTrack's complaints procedure are set out on InfoTrack's website ("**Complaints Procedure**"). InfoTrack will deal with any complaints made by You in accordance with the Complaints Procedure. (b) As per InfoTrack's Complaints Procedure, should You not be satisfied with InfoTrack's final response or InfoTrack have exceeded the response timescales pursuant to InfoTrack's Complaints Procedure, you may refer Your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is www.tpos.co.uk and email address is admin@tpos.co.uk (c) InfoTrack will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with its final decision.
Definitions and Interpretation (Clause 26.1)	

Affiliate	**Affiliate** means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party, including a ***"Related Body Corporate"***, which means an "***associated body corporate***", as defined under the *Companies Act 2006* (UK).
Business Day	**Business Day** in a place means a day other than a Saturday, Sunday or public holiday in that place (and if no place is specified, in England).
Cash Rate	**Cash Rate** means the Bank of England's Base Rate from time to time.
Consumer Law	The definition of "Consumer Law" is deleted and will not apply.
Corporations Act	**Corporations Act** means the *Companies Act 2006* (UK).
Input Tax Credit	The definition of "Input Tax Credit" is deleted and will not apply.
Insolvency Event	**Insolvency Event** means the occurrence of any one or more of the following events in relation to a Party: (a) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986; (b) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; (c) the other Party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986; (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other Party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; (e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other Party (being a company, partnership or limited liability partnership); (f) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; (g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other Party; (h) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 14 days; (i) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (j) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; (k) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (j) above inclusive); or (l) is the subject of an intervention by a Regulator.
Insolvent	The definition of "Insolvent" is deleted and will not apply.
Intellectual Property Rights	**Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Moral Rights	The definition of "Moral Rights" is deleted and will not apply.
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 applicable to the relevant Party (to the extent a Party is subject to or required to comply with such Laws including under this Agreement), and includes:

	(i) Data Protection Act 2018 and any successor UK legislation, (ii) retained EU law version of the General Data Protection Regulation ((EU) 2016/679), and (iii) Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).
Regulator	**Regulator** means any third party body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
Tax	**Tax** means ***"Value Added Tax"*** as defined under the Tax Laws.
Tax Invoice	The definition of "Tax Invoice" is deleted and will not apply.
Tax Law	means the Value Added Tax Act 1994 (UK)
Taxable Supply	The definition of "Taxable Supply" is deleted and will not apply.

5. United States

Details	
InfoTrack	InfoTrack US, Inc.
Corporation Number	4444211
Address	5341 Old Redwood Highway North, Petaluma, CA 94954
Territory	United States
Currency	$, USD, United States dollars

United States-Specific Terms	
The following amendments to the General Terms apply if You access and use the InfoTrack Systems or order InfoTrack Products supplied by InfoTrack US, Inc. or any of its subsidiaries in the U.S.	
Fees and Payment (Clause 11)	Clause 11.1 is struck. Clause 11.11 is amended to read "Any undisputed Fees not paid when due will be subject to interest at a rate equal to the lower of (a) 18% per annum or (b) the highest rate per annum allowed by applicable Law in the Territory." Clause 11.13 is added and reads "All amounts paid by credit card may be subject to an additional processing fee of up to 3.50%, depending on the service, as specified on the payment page, and to the extent permitted by applicable law. This fee applies for all users, including self-represented litigants, unless you have a valid Fee Waiver (as defined in the US Product Terms). Law firm customers can choose to pay via ACH or, (pending approval) check to avoid this fee."
Taxes (Clause 12)	**12 Taxes** 12.1 You will be responsible and you will reimburse us for any taxes which we may be required to pay or collect under any applicable Law in connection with the InfoTrack Products or InfoTrack Systems, and any such amounts paid by InfoTrack will be charged to your account and you will pay such amounts in accordance with this Agreement.
Limitation of Liability (Clause 15)	**Liability Cap** under clause 15.1 means the total amount of Service Fees actually paid to InfoTrack by You under this Agreement solely within the 12 months immediately preceding the date of any such Claim or Loss. **Super Cap** under clause 15.2 means USD$1,000,000
Governing law (Clause 25.12)	*25.12 **Governing law and jurisdiction**: This Agreement is governed by the laws of California. The Parties submit to the non-exclusive jurisdiction of its federal and state courts. The Parties will not object to the exercise of jurisdiction by those courts on any basis.*
Definitions and Interpretation (Clause 26.1)	
Affiliate	**Affiliate** means, with respect to a Party, an entity or individual that directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that Party.
Business Day	**Business Day** in a place means a day other than a Saturday, Sunday or federal holiday in that place (and if no place is specified, in California).
Consumer Law	**Consumer Law** means the *Federal Trade Commission Act*, the *California Consumer Privacy Act*, *California Unfair Competition Law*, and any other relevant state or federal consumer protection laws.
Corporations Act	The definition of "Corporations Act" is deleted and will not apply.
Input Tax Credit	The definition of "Input Tax Credit" is deleted and will not apply.
Insolvency Event	**Insolvency Event** means the occurrence of any one or more of the following events in relation to a Party: (a) it stops or suspends or threatens to stop or suspend payment of all or a class of its debts or otherwise becomes Insolvent; (b) it has bankruptcy proceedings commenced, a resolution passed or proposed in a Notice of meeting, an application to, or order of, a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications, proceedings, Notices or steps) for its winding up, deregistration or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them, or take any comparable action under the United States Bankruptcy Code.
Insolvent	**Insolvent** means, with respect to an entity, that such entity is or states that it is insolvent, is unable to pay its debts as they come due, is in liquidation, is under administration (including statutory management) or has a

	controller appointed to its property, ceases conducting business in the normal course, is subject to any arrangement to protect itself from creditors or dissolves.
Intellectual Property Rights	**Intellectual Property Rights** means all industrial and intellectual property rights throughout the world protected or recognized at Law and includes all current and future registered and unregistered rights relating to: (a) trademarks, business names, domain names, copyright works, databases, software, circuit layouts, designs, patents, trade secrets, know-how, inventions and discoveries, and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967, *the Patent Act (Title 35 of the United States Code)*, the *Copyright Act (Title 17 of the United States Code)*, the *Lanham Act (Title 15 of the United States Code)*, and the *Trade Secrets Act*; and (b) any application or right to apply for the registration of any of the rights referred to in paragraph (a) above.
Moral Rights	**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 *U.S. Copyright Act of 1976*, as amended, any other Law), that exist or that may come to exist, anywhere in the world.
Personal Information	**Personal Information** means 'personal information' as that term is defined in the relevant and applicable Privacy Laws, and which is disclosed by the Discloser to the Recipient or otherwise collected by the Recipient from the Discloser in connection with this Agreement.
Privacy Laws	**Privacy Laws** means all relevant or applicable privacy or data protection laws relating to the collection, use, processing, disclosure, storage or granting of access to the Personal Information applicable to the relevant Party and includes (only to the extent the relevant Parties are subject to it or required to comply with it under this Agreement) the *California Consumer Privacy Act*, and any other applicable state or federal acts and regulations.
Regulator	**Regulator** means any third party state or federal body or agency having regulatory or supervisory authority over any part of the business or affairs of the relevant Party through the operation of applicable Laws.
Tax	**Tax** means the applicable state and local sales tax.
Tax Invoice	The definition of “Tax Invoice” is deleted and will not apply.
Tax Law	The definition of “Tax Law” is deleted and will not apply.
Taxable Supply	The definition of “Taxable Supply” is deleted and will not apply.