API Terms

Currency

These API Terms are current from 15 August 2026

1. Agreement

1.1 **Schedule**: These "**API Terms**" are incorporated into Your Agreement with InfoTrack and applies when You access or use an InfoTrack APIs.

1.2 If You don't have an existing Agreement with InfoTrack, then the Agreement comprises these API Terms and the InfoTrack General Terms located at https://www.infotrack.com/hubfs/Legal%20terms/InfoTrack%20Global%20General%20Terms%20-%20US%20-%201%20July%202026.pdf and will commence on the earlier of when you click "I Accept", a check box or similar present with these API Terms.

1.3 **API Terms**: Where these API Terms apply, they:

(a) must be read together with the terms and conditions of the Agreement;

(b) will govern Your use of the InfoTrack APIs; and

(c) prevails to the extent of any inconsistency with the Agreement.

2. Licence

2.1 **Licence**: Subject to these API Terms, InfoTrack grants You a non-exclusive, non-transferable, non-sublicensable, revocable, limited licence to access and use the InfoTrack APIs solely for the limited purposes of:

(a) developing, implementing and maintaining an integration between the Application with the InfoTrack APIs;

(b) configuring the Application to integrate to the InfoTrack APIs for the purposes of enabling Permitted Users of the Application to search for, order and access InfoTrack Products; and

(c) testing the integration with the Application in the Test Environment of the InfoTrack APIs.

3. Access to the InfoTrack APIs

3.1 **InfoTrack Obligations**: InfoTrack will use reasonable commercial endeavours to:

(a) provision access to the InfoTrack APIs and the Test Environment;

(b) ensure the InfoTrack APIs and any ordered InfoTrack Products are accessible by Permitted Users in accordance with these API Terms; and

(c) provide any agreed Integration Support Services in accordance with the standards of professional skills and care reasonably expected in Australia.

3.2 **Integration Support Services**: Where agreed in writing between the Parties, InfoTrack will provide reasonable integration, set-up, configuration and testing support services to facilitate and support the Client's integration of the Application with the InfoTrack APIs (**Integration Support Services**).

4. Client Acknowledgements

4.1 You acknowledge and agree that:

(a) InfoTrack, acting reasonably, reserves the right to suspend Your access to the InfoTrack APIs or impose restrictions or rate limitations on the number and frequency of Calls to the InfoTrack APIs where:

(i) Fair Use is exceeded;

(ii) Rate Limits are exceeded;

(iii) Call volumes nears or may exceed InfoTrack APIs capacity (as determined by InfoTrack);

(iv) it is reasonably necessary for the security or continued viability of the InfoTrack APIs;

(v) there is any event of degradation or instability in the InfoTrack APIs or any other InfoTrack System;

(vi) where InfoTrack reasonably considers that there is, or is likely to be, a breach of these API Terms;

(vii) required by a Third Party Supplier under the Agreement.

(b) InfoTrack may develop, operate, or provide applications that directly or indirectly compete with the Application (now or in the future);

(c) You are solely responsible for and bear all costs of:

(i) Developing and maintaining the integration between the Application and the InfoTrack APIs, including any modifications to the Application;

(ii) any systems and technologies required to access and use the InfoTrack APIs;

(iii) ensuring Your Application and systems comply with any functionality or security requirements in this Agreement;

(iv) all LLM token costs, ISP fees and telecommunications fees required to integrate with the InfoTrack APIs.

4.2 **Call Limits and Volume Forecasting**: Upon reasonable request by InfoTrack, You will provide:

(a) volume forecasts for Your predicted use of the InfoTrack API and such other information that InfoTrack may reasonably request concerning Your use of the InfoTrack APIs; and

(b) revised volume forecasts for Your use of the InfoTrack API if the Client anticipates, from time to time, that there is likely to be a significant increase or decrease in its use of the InfoTrack APIs,

and upon receipt of any volume forecast InfoTrack may, acting reasonably, agree to vary the Call Limits.

5. Integration Requirements

5.1 Except where expressly permitted under the Agreement or this Schedule, when accessing the InfoTrack APIs, Your Application must:

(a) meet or exceed these Integration Requirements throughout the Term;

(b) display InfoTrack Disclaimers and InfoTrack Trade Marks where notified in writing by InfoTrack;

(c) not store, cache, retain, or persist any InfoTrack Materials beyond the minimum time necessary to generate a response and permanently and securely delete them from the Application within 7 days of retrieval;

(d) not use InfoTrack Materials for Training, fine-tuning, improving, or updating large language models, algorithms, or knowledge base;

(e) not incorporate InfoTrack Materials into long-term memory, embeddings, vector databases or RAG systems, aggregate them for analytics or pattern recognition, or use them as context for subsequent third-party requests; and

(f) restrict access to the InfoTrack Products only to users that are authenticated by InfoTrack.

6. Test Environment

6.1 InfoTrack will provide You with access to the UAT, test or stage environments of the InfoTrack APIs (**Test Environment**).

6.2 You acknowledge and agree that:

(a) access to the Test Environment is for the limited purposes of testing, evaluating and user acceptance testing (**Test Purposes**);

(b) the Test Environment does not contain live production data and You must not rely on or use any InfoTrack Materials accessed from the Test Environment;

(c) it must not use the Test Environment in a live production instance of the Application nor enable Permitted Users to access or use the Test Environment or any of the InfoTrack Materials obtained from the Test Environment for any purposes other than for the Test Purposes;

(d) the Test Environment may not be secure and You must not use production data or Personal Information when conducting the Test Purposes; and

(e) InfoTrack excludes all liability, howsoever arising, in connection with the Test Environment.

7. Definitions and Interpretation

7.1 **Definitions**: In addition to the defined terms set out in the Agreement, the following definitions apply in this Schedule:

7.2 **Agreement** has the meaning given under your existing agreement with InfoTrack, which may include the General Terms located at the link in section 1.2 above, Your Master Services Agreement, or iTrack Agreement; or if there is no pre-existing agreement, then the agreement formed under clause 1.2 above.

Application means the platform, software, application or website owned or licensed by You and used by You to enable InfoTrack Products to be ordered and retrieved through an application integrated with the InfoTrack APIs, and includes the Client Application and the Integrator Application as applicable and defined in the Agreement.

Call means a call, request or order initiated by the Application to the InfoTrack APIs for InfoTrack Products.

Develop means to develop, create, add, enhance, modify, adapt or create derivative works and **Development** has the corresponding meaning.

Fair Use means use of the InfoTrack APIs or InfoTrack Products that is fair, reasonable and not excessive as determined by InfoTrack, acting reasonably, having regard to any average, historical or estimated usage patterns.

InfoTrack Trade Marks means any registered and unregistered trademarks of InfoTrack.

Integration Requirements means the requirements set out at clause 5, including functionality requirements, Rate Limits, system testing requirements, security requirements and display requirements.

Rate Limits means any restriction on the number or frequency of Calls as specified in the Integration Requirements; or if no call limit is specified, as determined by InfoTrack acting reasonably to ensure the safe and efficient functioning of the InfoTrack APIs.

Test Environment has the meaning given in clause 7.1.

Training or **Model Training** includes any process by which an AI model learns from data, including initial training, fine-tuning, reinforcement learning, continual learning, transfer learning, and any method of improving model parameters or knowledge.

You or **Yours** means you or the entity which you represent and includes the Client, Integrator or Partner as appropriate and defined in the Agreement.