



## PLATFORM TERMS AND CONDITIONS OF USE

Last Updated: March 2026

### 1. Overview

- 1.1 Welcome to the Citoplus service (**Platform**). The Platform is operated by Citoplus Pty Ltd ABN 11 653 321 094 (trading as Citoplus) (defined as "**Citoplus**", "**we**", "**our**" and "**us**").
- 1.2 The Platform is an integrated, streamlined digital platform we have developed, which includes our website, associated web applications, and electronic communication services used to deliver Citoplus services. The platform enables Registered Users to collect, collate, assess and safely store both reports prepared by Third Party Providers, and information, regarding the Clients of the Registered User for the purpose of the Registered User providing services to those Clients in accordance with their underlying Client engagement.
- 1.3 These terms and conditions of access and use (**Platform Terms**) apply to all Users of the Platform. Please read these Platform Terms carefully. By registering for, accessing, browsing or otherwise using any part of the Platform or the services we provide through the Platform, you acknowledge and agree that you have read, understood and agree to be bound by these Platform Terms.
- 1.4 You should regularly review these Platform Terms, our Privacy Policy and the terms of all Third Party Provider Agreements made available through the Platform as they are subject to change from time to time. Where any change is made to any of them, we will provide you with reasonable prior notice through the Platform.
- 1.5 Where there is inconsistency between the content on our website or Platform and these Platform Terms, the Platform Terms shall prevail to the extent of any inconsistency.
- 1.6 If you do not agree with any part of these Platform Terms, our Privacy Policy and/or the terms of any Third Party Provider Agreements made available through the Platform, or any change to any of them notified through the Platform, you should immediately discontinue your access to and use of the Platform.

### 2. Definitions

In these Platform Terms, the following have their respective meanings:

**Administrator** means an individual registered to access and to use the Platform as an administrator on behalf of a Registered User.

**Applicable Laws** means any and all statutes, regulations, by-laws, ordinances or subordinate legislation, rules or government orders in force from time to time which pertain to your access to and use of the Platform, including those relating to consumer laws, Intellectual Property, privacy (including data collection, access and use), and confidentiality.

**Broker Group** means the legal entity that Citoplus will contract with in order to provide access to the Platform to their nominated individuals.

**Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for general banking business in Melbourne, Victoria, and Business Hours means the hours between 9.00am and 5.00pm Australian Eastern Daylight Time (AEDT) on a Business Day.

**Citoplus Content** means all information and content (including works in any form, media, or technology whether now known or later developed), messages, audio, video, photographs, text, images, compilations or other information uploaded to the Platform by us or on our behalf.

**Client** means a client of a Registered User.

**Client Information** means any and all information and data obtained, or requested to be obtained, through the use of the Platform by Registered Users in respect of their Clients.

**GST** means the goods and services tax as provided for under the GST Act.

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Harmful Code** means any computer virus, Trojan, worm, malware and other malicious computer code and other forms of interference that, directly or indirectly, is harmful or disabling or which assists in or enables unauthorised access to or corruption of data.

**High Use Plan** means an inclusive plan enabling access to the Platform for the nominated Broker Group and their nominated users, for a set monthly fee for a minimum contract period of 12 months.

**IPR** means any current or future, registered or unregistered rights in any copyright, patents, inventions, discoveries, trade marks, designs or confidential information or any rights of a similar nature under the laws of Australia or anywhere in the world.

**Loss** means any damage, loss, liability, cost, charge, expense, penalty, outgoing or payment (whether direct or indirect, consequential or incidental) of any kind (including a liability owed to a third party).

**Password** means the password associated with a Registered User account for the purpose of accessing the Platform and using the functionality and tools offered via the Platform.

**Personal Information** has the meaning given to the term "personal information" in the Privacy Act 1988 (Cth).

**Personnel** of a party, means a director, officer, employee or contractor of the party.

**Privacy Policy** means our privacy policy provided or made available at [www.citoplus.com.au/privacy-policy](http://www.citoplus.com.au/privacy-policy) and which addresses how we collect, use, disclose and otherwise process Personal Information.

**Registered User** means a User who has registered an account with us on the Platform.

**Registered User Application Form** means the form required to be completed by a User who wishes to apply to register an account with us on the Platform.

**Regular Use Plan** means a monthly fee plan providing access to the Broker Group and their nominated users to access and use the Platform, for a set monthly fee (as disclosed to the Broker Group) per user.

**Starter Plan** means an initial plan to enable a Broker Group and their nominated users to access and use the Platform for the nominated number of deals in a calendar year, without charge. Upon reaching the number of nominated deals, a Broker Group may opt to upgrade to a Regular Use or High Use Plan or remain on the Starter Plan.

**Submitted Content** means all information and content (including messages, audio, video, photographs, text, images, compilations or other information or data) submitted to us by a User, including by being submitted or uploaded to the Platform by any User.

**Third Party Provider** means a third party that provides Client Information.

**Third Party Provider Agreement** means the terms of an agreement between Citoplus (or a related entity) and a Third Party Provider, a copy of which are annexed to these Platform Terms, and which may limit or restrict the use of Client Information.

**User** means a user of the Platform.

**User ID** means an email address or other identifier associated with a Registered User account.

### 3. Interpretation

In these Platform Terms:

- 3.1** An obligation imposed on you in these Platform Terms applies from the date you access the Platform or the date a copy of these Platform Terms have been made available to you (whichever is later).
- 3.2** A reference to these Platform Terms includes any hyperlinks and any variations and amendments to these Platform Terms which are made available to you from time to time.
- 3.3** Where these Platform Terms provide that a party (the **Indemnifying Party**) is required to indemnify the other party (the **Indemnified Party**) for any Loss, that indemnity does not apply to any Loss to the extent it arises due to:
- (a) the wrongful act of the Indemnified Party or its Personnel; or
  - (b) a failure by the Indemnified Party to take reasonable steps to mitigate the Loss.
- 3.4** A reference to a wrongful act of a party is a reference to:
- (a) any breach of these Platform Terms by the party; or
  - (b) any negligent, reckless or dishonest act or omission of the party or any officer, employee or agent of the party or any other person for whom the party may be vicariously liable for the act or omission which gives rise to a common law or statutory cause of action (but does not include an act or omission of the other party or any officer, employee or agent of the other party or any other person for whom the other party may be vicariously liable for the act or omission).

## 4.

- 3.5 Any agreement, warranty, representation, or obligation which binds or benefits two or more persons under these Platform Terms, binds or benefits those persons jointly and severally.
- 3.6 Headings appear for convenience only and do not form part of these Platform Terms.
- 3.7 The singular includes the plural and vice versa, any gender includes all other genders and an entity includes an individual, body corporate and government.
- 3.8 'You' is a reference to both the User, and the Registered User whose account the User has used to access the Platform.
- 3.9 'Including' in these Platform Terms means 'including without limitation'.
- 3.10 'Dollars' and '\$' refer to the lawful currency of Australia.
- 3.11 A reference to a statute or statutory provision includes any statutory provision which amends, extends, consolidates or replaces, or has been amended, extended, consolidated or replaced by that statute or statutory provision and any other orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.
- 3.12 Where a period of time is specified and dates from a given day or the day of an act or event, it must be calculated exclusive of that day.
- 3.13 Any term defined in the GST Act has that definition applied where used in these Platform Terms.

## 4. Disclaimers

- 4.1 For the avoidance of doubt, the services we provide through our website and the Platform do not involve any 'credit activities' for the purposes of the *National Consumer Credit Protection Act 2009* (Cth) and we are not a 'credit reporting body' for the purposes of the *Privacy Act 1988* (Cth). In particular, the services do not constitute a 'credit service' or 'credit assistance' and we do not act as agent, intermediary or otherwise for or on behalf of any person engaged in any credit activities and we do not provide any service to any 'consumers' or any services involving a 'credit contract' for the purposes of the *National Consumer Credit Protection Act 2009* (Cth). Our service is limited to the collection and collation of reports from third party sources as agent for Users and their underlying Clients. We make no recommendation or suggestion with respect to the use of that information, whether in respect of any credit contract, consumer lease or otherwise, and we do not provide any assistance to any person other than the collection and collation through the Platform of the third party reports requested by a Registered User .
- 4.2 Citoplus is not a law firm and does not provide legal advice.
- 4.3 Any information or documentation prepared and provided by Citoplus on the Platform is general in nature and you should seek legal advice or other professional advice in relation to your or your Client's particular circumstances and needs before relying on any information or using any of the documentation provided on the Platform.

## 5. Eligibility and Account Creation

- 5.1 The services provided by the Platform are only available to Registered Users.

- 5.2** To register an account on the Platform, you must provide the details both of the Registered User and the Administrator associated with the Registered User's account.
- 5.3** By registering an account on the Platform, you represent and warrant to us, as essential terms, that you are at least 18 years of age, you reside in a jurisdiction in which we operate or which the Platform has been made available by us prior to the date of your registration or first use of the Platform, you are authorised to set up an account on behalf of the entity, organisation or company named as the Registered User, we have not previously suspended or removed you or the named Registered User from the Platform and you have the legal capacity, power and authority to bind the named Registered User to these Platform Terms.
- 5.4** By registering an account on the Platform, you represent and warrant to us as essential terms, that the information you provide us for the purpose of the creation and maintenance of the Registered User's account, is true, complete, accurate and current.
- 5.5** If you fail to provide us with accurate or complete information, or if they refuse to provide information that we request, then we may be unable to complete the creation of an account, and you may be unable to access and to use the Platform. If any information provided to us in connection with a Registered User's account is or becomes inaccurate or incomplete, the Administrator must immediately notify us and update the information, via the Platform's tools and functionality.

## **6. Use of Registered User account**

- 6.1** You are at all times responsible for the activity that occurs on your account through use of your User ID and Password, and you agree to ensure that only you use your User ID and Password in order to access and to use the Platform in accordance with these Platform Terms. You agree to take all necessary steps to protect your User ID and Password from unauthorised access, use or disclosure by any persons. You agree that in order to ensure the security of the Platform, you will comply with any reasonable and lawful directions relating to security of your account which we issue or which are issued on our behalf from time to time.
- 6.2** You agree to immediately notify us if you become aware or suspect that your User ID and/or Password are being used to access the Platform without your consent or if you become aware or suspect that your account has been accessed without your consent. Without limiting the foregoing, you agree to cooperate (at your own cost and expense) in relation to any investigation into and steps taken to manage the security of the Platform and the protection of your account, including any investigation into an actual or suspected unauthorised access to or use of the Platform using your User ID and/or Password.
- 6.3** You acknowledge and agree that we may monitor the use of your account on the Platform for the purpose of ensuring compliance with these Platform Terms and the security of the Platform and that we reserve the right to suspend your access to and use of the Platform in accordance with these Platform Terms where we identify any non-compliance or threat to the Platform's security.

You agree to CitoPlus Support impersonating your user account and viewing your data in platform when the need arises. We will only impersonate a user for:

- (a) Trouble-shooting an issue in platform
- (b) Guiding and helping a user perform actions

- (c) All activities will be logged during user impersonation for transparency and clarity.
- (d) User impersonation does not require CitoPlus Support to know your Password and we will not ask for your Password.

## **7. Use of the Platform**

### **7.1 Lawful Use**

- (a) At all times, you must use the Platform for lawful purposes and ensure that your access to, and use of, the Platform is not prohibited by any Applicable Law. It is your responsibility to obtain legal, financial, accounting and other professional advice in respect of your compliance with all Applicable Laws.
- (b) You agree that you may only access and use the Platform in accordance with these Platform Terms and in accordance with all Applicable Laws.
- (c) You agree at all times to deal with any information or material provided by us or by any other User or accessed through the Platform, in a manner which complies with all Applicable Laws. Where permitted by the Platform, you may download content or material for personal use or legitimate business use in respect of your Clients only, provided you do not remove any copyright, trade mark or other proprietary notices or materials and you comply with all requirements of these Platform Terms in respect of that content. You may not otherwise sell, redistribute or use the content of the Platform for any other use. We do not permit any copy, modification, alteration, distribution, sale, broadcast or transmission of any downloaded or downloadable content or material other than to the extent set out in these Platform Terms.
- (d) You acknowledge and agree that you will not use the Platform for the purpose of securing credit for a Client under a 'credit contract' for the purposes of the *National Consumer Credit Protection Act 2009* (Cth).

### **7.2 Use of Client Information**

- (a) You acknowledge and agree that Client Information may only be accessed and used solely for the purpose of a Registered User providing services to its Clients, and subject to and in accordance with the engagement that the Registered User has in place with its Clients and the Third Party Provider Agreements that Citoplus has entered into (see further below).
- (b) You acknowledge and agree that we are not responsible for your use of any Client Information, or for any engagement between a Registered User and its Clients.
- (c) You agree to indemnify us with respect to any Losses arising out of or in connection with your use of any Client Information to the extent that the Loss is a result of your wrongful act.
- (d) You acknowledge and agree that, in the course of providing access to and use of the Platform, Citoplus may implement automated processes to redact or otherwise mask personally identifiable information (PII) contained in documents uploaded by you or on

your behalf. This functionality is designed to assist in protecting the confidentiality of Client Information and to support compliance with Applicable Laws. Citoplus is not responsible for any consequences arising from the redaction of such information.

- (e) Citoplus acknowledges that throughout the performance of its obligations and delivery of the Platform services, Citoplus may have access to confidential Client Information and that any unauthorised use or disclosure of Client Information may cause harm to the Registered User and/or the Client, as the case may be. Accordingly, Citoplus will take all reasonable steps to ensure there is no unauthorised use or disclosure of Client Information and agrees to indemnify you with respect to any Losses arising out of or in connection with the use or access to any Client Information by Citoplus to the extent that the Loss is a result of our wrongful act.

### **7.3 Use of Third Party Provider products**

- (a) You acknowledge and agree that Citoplus is a party to certain underlying Third Party Provider Agreements which place restrictions on the use of Third Party Provider products, and that these restrictions will apply to your use of Client Information obtained through the Platform or any Platform services. These restrictions include that:
  - (1) Third Party Provider products are used only in accordance with the terms of the relevant Third Party Provider Agreement;
  - (2) Third Party Provider products may not be disclosed or provided to third parties except as permitted by the relevant Third Party Provider Agreement; and
  - (3) Third Party Provider products must not be used for an unlawful purpose.
- (b) You acknowledge and agree that you must comply with the applicable restrictions set out in the Third Party Provider Agreements, and that you agree to indemnify us with respect to any Losses arising out of or in connection with your failure to do so.

### **7.4 Misuse and Interference**

You agree to not:

- (a) attempt to gain unauthorised access to any part of the Platform or any Client Information;
- (b) interfere with or disrupt, attempt to interfere with or disrupt or encourage, aid, abet, counsel or induce a third party to interfere or disrupt (or attempt to interfere with or disrupt) any protection software associated with the Platform, the servers or networks connected to the Platform or the integrity or performance of the Platform;
- (c) upload, communicate, send or store any Harmful Code when using the Platform or use any data mining, robots, crawlers, spiders or similar data gathering or extraction methods on the Platform;
- (d) reverse engineer or decompile any part of the Platform;
- (e) frame or link to any content or information owned by us or by any third party; or

- (f) misuse any content or information available on the Platform, in any way.

#### **7.5 Prohibited information**

- (a) You must not submit or upload any Submitted Content to or through the Platform that may disclose any information that is confidential to a party without the consent of that party, or which contravenes your privacy obligations or the privacy obligations of another party. Submitted Content must not be illegal and must not constitute or encourage any contravention of any Applicable Laws by any person and must not be vulgar, obscene, discriminatory, sexist or racist, violent or graphic, libellous, tortious, defamatory or invasive of the privacy of any other person.
- (b) You agree that, without limiting our rights under these Platform Terms or Applicable Laws, we may remove any information or content you submitted or uploaded to the Platform which violates any of the restrictions on information and content set out in clause 7.5(a). To the maximum extent permitted by Applicable Laws, we are not liable to you or to any organisation for the removal of any information or content except to the extent it results from our wrongful act.

#### **7.6 Information and content you submit**

- (a) Subject to the remainder of these Platform Terms, you acknowledge and agree that you are solely responsible for any Submitted Content and that Citoplus is not responsible for the accuracy of any Submitted Content except to the extent it becomes inaccurate due to our wrongful act.
- (b) You represent and warrant to us on a continuous basis that you own or you have the necessary licences, rights, consents and permissions to submit or otherwise provide any Submitted Content to us and that our use (including the reproduction on the Platform, provision of Submitted Content to third parties, and other exploitation of such Submitted Content (including the IPR in the Submitted Content)) of the Submitted Content to operate the Platform and to make the Platform and its functionality and tools available to you and to other Users does not infringe the rights (including IPR) of any third party.
- (c) You grant to us a non-exclusive, worldwide, perpetual and irrevocable, fully paid up licence of any Submitted Content (including the IPR in the Submitted Content) to enable us to operate the Platform and to make the Platform and its functionality and tools available to you and to other Users in accordance with these Platform Terms.
- (d) Subject to the above, you further agree that you must not submit or otherwise provide any Submitted Content that contains material owned by any third party, unless you have permission from the lawful owner of the material or that you are otherwise legally entitled to submit the Submitted Content to us and to grant to us all of the licence rights set out in these Platform Terms.
- (e) To the maximum extent permitted by Applicable Law, you agree to indemnify us with respect to any Losses arising out of or in connection with your wrongful acts with respect to any Submitted Content (or any part of any Submitted Content), including that results from our publication or release of the Submitted Content, and any

Submitted Content provided by us to a third party, as permitted under these Platform Terms, or any imputations set out or contained in the Submitted Content.

- (f) We agree to use all reasonable endeavours to preserve the Submitted Content in a readily accessible format (including, where reasonably possible, the format in which you uploaded or otherwise submitted the Submitted Content to the Platform) and to ensure that the Submitted Content can be accessed at any time (except when your access to the Platform is suspended or when the Platform is not available for scheduled or emergency support and maintenance) through the Registered User account associated with that Submitted Content. The foregoing does not impose any obligation on us to backup or to archive Submitted Content or to export or make Submitted Content available after the applicable Registered User account is suspended or terminated for any reason. You acknowledge that you are responsible for the backup, archiving and export of Submitted Content. You should not expect that we will continue to host or make Submitted Content available on the Platform beyond the time that we consider reasonably necessary in the circumstances to comply with our obligations under these Platform Terms and Applicable Law.
- (g) You acknowledge and agree that by Citoplus providing any Submitted Content to a third party on your behalf, Citoplus does so as your agent only and does not guarantee that any purpose for which the Submitted Content is provided (including any application for financing) will be successful or achieved in a timely manner or by a specified date, other than where it is a result of our wrongful act.

## **8. Payment**

- 8.1** Fees for Platform services will be charged on a fee-for-service basis in accordance with the fees that apply to the use of the Platform at the time the service is provided.
- 8.2** Citoplus may increase the fees by providing you with no less than 30 days written notice which may be provided by publication on the Platform (**Fee Increase Notice**).
- 8.3** Where a Fee Increase Notice is provided and you do not agree with the proposed new fees, you may terminate this agreement within 30 days of the date of the Fee Increase Notice without penalty by providing notice in writing to Citoplus. The termination will take effect from the date of the proposed fee increase under the Fee Increase Notice. If you do not elect to terminate the agreement in accordance with this clause, you will be deemed to have accepted the fee increase under the Fee Increase Notice.
- 8.4** Notwithstanding anything else in these Platform Terms, Citoplus may decrease the fees at anytime. In the event of a decrease in fees under this clause, that change will apply to the provision of applicable services after a notice in respect of the change is provided by Citoplus (which may be provided by publication on the Platform).
- 8.5** Unless otherwise detailed in these Platform Terms or agreed by you and Citoplus:
  - (a) any fees for access to the Platform will be charged monthly in advance; and
  - (b) any fees for Platform services that are provided will be charged monthly in arrears.
- 8.6** In the case of a Starter Plan,

- (a) you accept that by agreeing to the Starter Plan, your Broker Group will be able to create and submit deals for no cost (for the number of progressed deals up to and including the number as disclosed when agreeing to these Platform Terms upon initial signup);
- (b) upon reaching the number of free progressed deals (as clause 8.6(a) above) you will need to signup and accept a plan to ensure additional deals can be created in the Platform; and
- (c) any fees for access to the Platform will be charged monthly in advance.
- (d) you acknowledge that you are limited to four Borrowers/Entities per deal.
  - (e) Entities included in count: Private Companies, Trusts, Sole Traders, Partnerships, Borrowers nominated as entities not yet created.
  - (f) Entities excluded from count: Individuals that are not Sole Traders.
  - (g) This limit is cumulative, meaning that if the Borrower count is reached and then a Borrower is removed, no additional Borrowers can be added to the deal.

**8.7** In the case of a Regular Use Plan,

- (1) you will be charged based on the number of Registered Users within the Broker Group at the start of the month.
- (2) you acknowledge that you are limited to eight Borrowers/Entities per deal.
- (3) Entities included in count: Private Companies, Trusts, Sole Traders, Partnerships, Borrowers nominated as entities not yet created.
- (4) Entities excluded from count: Individuals that are not Sole Traders.
- (5) This limit is cumulative, meaning that if the Borrower count is reached and then a Borrower is removed, no additional Borrowers can be added to the deal.

**8.8** In the case of a High Use Plan:

- (a) you accept that by agreeing to the plan you will be committing to a minimum 12 month period whereby you will be billed the fixed monthly fee each month in advance; and
- (b) if you opt to cancel your service within each 12 month commitment period, CitoPlus may charge the remaining monthly fees at that point, unless you terminate this agreement as a result of our material breach in accordance with these Platform Terms.
- (c) you acknowledge that you are limited to eight Borrowers per deal.
  - (d) Entities included in count: Private Companies, Trusts, Sole Traders, Partnerships, Borrowers nominated as entities not yet created.
  - (e) Entities excluded from count: Individuals that are not Sole Traders.

- (f) This limit is cumulative, meaning that if the Borrower count is reached and then a Borrower is removed, no additional Borrowers can be added to the deal.

**8.9** In addition to the plan fees defined for the Starter Plan (8.6), Regular Use Plans (8.7) and High Use Plans (8.8) the following usage fees apply to Property Title Deeds:

- (a) Each active user within a broker group is entitled to two (2) free title requests per calendar month.
- (b) Free title requests are allocated on a per-user basis and cannot be shared or transferred
- (c) Any title request in excess of two (2) per month will be charged \$20 per request

**8.10** Citoplus further reserves the right to waive the payment of any fees at its sole and absolute discretion, including as part of any free trial or other promotional arrangement.

**8.11** Unless otherwise agreed by you and Citoplus, tax invoices for fees will be:

- (a) generated on the first Business Day of each month for all fees that have been charged and that remain outstanding as at the last day of the preceding month;
- (b) emailed to your nominated contact as set out in your Registered User Application Form, or as otherwise updated by you and confirmed by Citoplus; and
- (c) due for payment in full (and without any setoff or deduction) within 5 days of the date the tax invoice is issued.

**8.12** Payments for tax invoices that are issued by Citoplus are to be made pursuant to the payment processing arrangement agreed to by Citoplus. This will typically be either:

- (a) a direct debit; or
- (b) a credit card payment,

arrangement pursuant to a direct debit authority entered into by you and Citoplus (and/or any third party payment processor nominated by Citoplus), provided that Citoplus may, in its absolute and sole discretion, agree to payment by other payment processing arrangements.

**8.13** You:

- (a) irrevocably authorise the payment of all tax invoices that are issued through the agreed payment processing arrangement by the due date for payment; and
- (b) agree to take all steps reasonably required by Citoplus to ensure that all tax invoices are paid by the due date using the agreed payment processing arrangement.

**8.14** If you fail to pay or Citoplus does not receive any amount that is due and payable in accordance with a tax invoice issued to you, then, without limitation to any other remedy, Citoplus may:

- (a) exercise the rights conferred on us by clause 10 of these Platform Terms; and

- (b) if payment is not made within 14 days of the due date, to cease providing you access to the Platform and terminate this agreement by written notice with immediate effect.

**8.15** In addition to the fees we charge for access to the Platform and for Platform services, we may also receive additional fees, commission and/or referral payments from third parties, including from financial institutions, for providing Submitted Content to those third parties in accordance with your instructions.

## **9. GST**

**9.1** To the extent that your access to and use of the Platform pursuant to these Platform Terms constitute a taxable supply under the GST Act, then the amount charged by us to you in consideration for the provision of that taxable supply shall be exclusive of GST.

**9.2** If the whole or any part of any such amount is the consideration for a taxable supply for which the supplying party is liable to pay GST, the supplying party may charge the party liable to pay for the taxable supply under this agreement, and that party must pay the supplying party, concurrently with the payment of that amount, an additional amount equal to the GST payable in respect of the taxable supply calculated on the basis that the value of the taxable supply is the amount payable for the taxable supply excluding any GST.

**9.3** The recovery of consideration for any taxable supply made is subject to the supplying party issuing to the party liable to pay for the taxable supply a tax invoice in respect of the supply.

**9.4** Any reference to a cost or expense incurred by a party in this agreement excludes any amount of GST forming part of the relevant cost or expense when incurred by the party for which the party can claim an input tax credit.

## **10. Suspension of access to the Platform**

**10.1** Without limiting our rights under these Platform Terms or under Applicable Law, you acknowledge and agree that we may at any time suspend or disable your access to the Platform if any of the following occurs:

- (a) you breach any of these Platform Terms in a material way or you fail to pay an amount that is due and payable;
- (b) we determine the information you provided to us is inaccurate, incomplete, misleading or outdated in a material respect and you do not take steps to rectify the inaccuracy, the incompleteness or the timeliness of the information within 7 days of receiving a written notice from us;
- (c) we become aware of any attempt by you or by any person with access to your account on the Platform to bypass any security measures we have implemented in relation to the Platform;
- (d) we are required to suspend or disable access to the Platform for the purpose of carrying out support and maintenance in relation to the Platform, in which case we will use our reasonable endeavours to carry out such activity outside of Business Hours;
- (e) we are required to suspend or disable access to the Platform pursuant to any Applicable Law (including to avoid you, us or any other User being in breach of any Applicable Law); or

- (f) we must suspend or disable access to the Platform generally or in relation to your account in order to investigate and to remediate unauthorised access to or use of the Platform.

- 10.2** We agree to use our reasonable endeavours to restore your right to access and to use the Platform where the reason for the suspension of access and use is rectified to our satisfaction.
- 10.3** While we agree to use our reasonable endeavours to notify you in advance of the suspension or discontinuation of the Platform or any aspect of the Platform, to the maximum extent permitted by Applicable Laws, we are not liable to you or to any other party in the event we exercise the right under these Platform Terms to suspend, disable and/or discontinue the Platform or any aspect of the Platform.
- 10.4** You may terminate this agreement by notice to us in writing if we breach any of these Platform Terms in a material way. You must cease using the Platform immediately upon termination of this agreement.

## **11. Consents from Clients**

- 11.1** When a Registered User requests any Client Information to be collected and collated through the Platform, the Client may be prompted to provide various consents to enable that collection to occur. The Client will typically be prompted to provide these consents via a digital form which will make available each of the relevant agreements in full, and allow for the Client to provide their consent to each.
- 11.2** You acknowledge that the collection of Client Information is contingent upon the required consents being provided by the relevant Client, and that Citoplus bears no responsibility in the event of any failure or delay of a Client to provide that consent or than as a result of our wrongful act. You agree that you must provide all such reasonable assistance that we may request in obtaining any required consents, either from you or your Client.

## **12. Intellectual Property Rights**

- 12.1** Subject to the remainder of this clause, you acknowledge and agree that, as between you and us, all IPR in the Platform and the Citoplus Content is owned or controlled by us, to the extent you upload to the Platform or provide or make available your Submitted Content via the Platform, you own the IPR in such Submitted Content and to the extent that third parties upload or provide Submitted Content via the Platform, the third parties own the IPR in such Submitted Content.
- 12.2** From the date you upload Submitted Content to the Platform, you grant to us (including the right to grant sub-licences in the Submitted Content) and to all Users authorised via the Platform to view the Submitted Content a non-exclusive, perpetual and irrevocable, worldwide, fully paid up licence of the IPR in such Submitted Content for any purpose.
- 12.3** We grant to you a non-exclusive, fully paid up licence of the IPR in the Platform and the Citoplus Content for the sole purpose of access and using the Platform in accordance with, and subject to, these Platform Terms. The licence granted to you under this clause commences on the date you are granted the right to access and to use the Platform and ends when your right to access and to use the Platform ceases for any reason.

- 12.4** If you are an Administrator for a Registered User, subject to these Platform Terms, you have the limited right to amend certain Submitted Content uploaded or made available via the Platform. If you are an Administrator, then the licence to amend the Submitted Content of third party Users commences on the date the Submitted Content is created and ends when you are no longer an Administrator.
- 12.5** You acknowledge and agree that the Platform allows you and other Users to upload certain Submitted Content which, once uploaded, cannot be varied or amended by any User (including an Administrator) without our consent, which will not be unreasonably withheld.
- 12.6** Except as permitted by Applicable Laws and otherwise to enable you to make full use of the Platform in accordance with these Platform Terms and any operating instructions we make available, you acknowledge and agree that you cannot reproduce, adapt or modify the Platform, the Citoplus Content, the Submitted Content of any third parties (except where your user privileges allow you to do so in the manner specifically described in these Platform Terms) or to otherwise create any derivative works therefrom.
- 12.7** You acknowledge and agree that we may use and license the use of your Submitted Content (in an aggregate and de-identified form) for the purposes of undertaking research, analytics and the use of the Platform. You acknowledge and agree that we will own all IPR in the results of this research, analysis and benchmarking, and that we may use and exploit it in our absolute discretion including by licencing or selling the research, analysis and benchmarking to third parties. If we exercise the right conferred hereunder, you acknowledge and agree that we are not obliged to pay you any licence fee or other consideration.

### **13. Third Party Links**

We may provide links on the Platform to websites controlled by third parties and which are subject to their own terms and conditions of access and use and privacy policies. We do not have control over these websites, we do not endorse any information on any of the linked websites nor do we endorse the organisation controlling the website or the products and/or services offered by the organisation via the linked website. Your access to and use of any of the linked websites is entirely at your own risk and discretion.

### **14. Privacy**

- 14.1** You expressly authorise us to store and retain all Submitted Content (including all Personal Information forming part of the Submitted Content) on the Platform.
- 14.2** We will take all reasonable steps to ensure Submitted Content is kept secure and handled in accordance with our Privacy Policy. Submitted Content may be disclosed by us to third parties to facilitate the provision of our Platform services, to monitor compliance with these Platform Terms, for the prevention and detection of any criminal or illegal activity and for fraud prevention purposes.
- 14.3** We may disclose Client Information if necessary to comply with any applicable law or requirement of a regulatory authority, or to exercise or enforce our rights under these Platform Terms, or defend any claim or proceeding made against us in connection with the Platform or provision of the Platform services.
- 14.4** You must comply with the *Privacy Act 1988* (Cth) with respect to the collection, use, disclosure, accuracy, security and openness of all Personal Information uploaded to us or made available to us via the Platform.

- 14.5** You represent and warrant to us as an essential term of these Platform Terms that you have collected all necessary consents to allow you to disclose any Personal Information to us, including as part of the Submitted Content uploaded or made available via the Platform.
- 14.6** You represent and warrant to us as an essential term of these Platform Terms that:
- (a) you are not, and will not at any time in the future be, considered to be a “credit provider” for the purposes of the *Privacy Act 1988* (Cth); and
  - (b) by acting on your behalf at any time while providing the services, we will not be considered to be a “credit provider” for the purposes of the *Privacy Act 1988* (Cth).
- 14.7** We take all reasonable steps to protect the privacy of the Personal Information we receive via the Platform in accordance with our statutory obligations under the *Privacy Act 1988* (Cth). In particular, we will comply with our Privacy Policy. Our Privacy Policy forms a part of these Platform Terms such that your acceptance of these Platform Terms constitutes your acceptance of our Privacy Policy.
- 14.8** If you do not provide Personal Information to us when requested, you may be unable to access or use part or all of the Platform or the tools or functionality made available via the Platform. When you provide us with your Personal Information at our request, we may use the Personal Information to create an account for you. This account stores your individual information (which may include Personal Information about you) and includes settings generated in relation to your access and use privileges, the tools we make available and the Submitted Content. From time to time, we may also collect, use and disclose information in relation to your membership of a professional or trade association. To the extent we are required by law, we only collect this information with your consent. By registering to use this Platform, you consent to our collection, use and disclosure of such information in accordance with our Privacy Policy.
- 14.9** In order to deliver the Platform to you, we may use ‘cookies’ or other forms of electronic information gathering to provide us with information about the access to and use of the Platform. Please see our Privacy Policy for further information.

## **15. Liability and indemnity**

- 15.1** To the maximum extent permitted by Applicable Law, you agree to indemnify us and Citoplus Personnel (**Indemnified People**) from and against all Losses arising out of any wrongful act by you in connection with the Platform or these Platform Terms (including any action brought by any governmental, state or local agencies arising from your failure to comply with all Applicable Laws in relation to your access to and use of the Platform).
- 15.2** We take all reasonable steps to maintain and operate the Platform to provide you with our services, however, you assume all risks in relation to:
- (a) your access to and use of any linked sites on the Platform that we do not own or control;
  - (b) any errors in or omissions from the Client Information or Submitted Content not caused by our wrongful act;

- (c) the unavailability of or any interruption to the Platform not caused by our wrongful act (such as the failure or unavailability of government websites and third-party software (including Third Party Providers));
- (d) any decision or action taken by you in reliance on any Client Information obtained through the Platform, any linked site or otherwise as a result of us providing you with any services; and
- (e) any dealings by you with your Clients and other Users on the Platform.

**15.3** To the maximum extent permitted by Applicable Laws, we do not represent or warrant to you that:

- (a) the Platform, the Client Information, the Submitted Content, the Citoplus Content and the products and/or services made generally available through the Platform will be error-free or defect-free or that such defects or errors will be corrected;
- (b) the Platform may be lawfully accessed or used outside Australia;
- (c) any electronic files available through the Platform will be free from Harmful Code or that your use of the Platform will achieve any particular result; or
- (d) the data provided by integrated platforms such as government websites and third-party software (including Third Party Providers) will be accurate, current, reliable, timely or complete.

**15.4** The exclusions of liability under this clause 15 do not attempt or purport to exclude liability under any statute if, and to the extent, such liability cannot lawfully be excluded (including any Security Document under the Australian Consumer Law) or liability that is caused by our wrongful act. To the extent that we cannot lawfully exclude our liability under any statute, then to the maximum extent permitted by Applicable Laws, our aggregate liability to you under such statute shall be limited to the cost of resupplying the products and/or services to you as contemplated under these Platform Terms.

**15.5** In any case, to the maximum extent permitted by Applicable Laws, our total liability to you for all Loss arising out of or in connection with the Platform or our breach of these Platform Terms or your interaction with other Users (whether in contract, tort including negligence, warranty or otherwise) will not exceed the amount actually paid by you to us (if any) during the twelve (12) months immediately preceding the date of the claim.

## **16. Communications and Notices**

By registering for an account on the Platform, you are deemed to consent to the receipt of communications from us and from other Users through the email address associated with your account. You agree that it is your responsibility to ensure that your email address is a valid email address capable of receiving emails generated through the Platform. Without limiting the methods by which a notice or communication may be given under Applicable Laws, a notice or other communication is properly given or served if it is transmitted by electronic mail or other electronic means to your electronic email address. You agree to promptly notify us of any change in your electronic mail address.

## **17. Governing Law**

These Platform Terms are subject to and are to be construed in accordance with the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of the State of Victoria with respect to any dispute arising out of or in connection with these Platform Terms.

#### **18. Variation**

- (a) We may vary these Platform Terms at any time by giving you at least 30 days notice of the variation (**Variation Notice**). Without limiting how we may give a Variation Notice, such Variation Notice may be given (and you are deemed to have been given a copy of the Variation Notice) by posting a Variation Notice prominently on the Platform.
- (b) Where a Variation Notice is provided to you and you do not agree with the proposed variations, you may terminate this agreement within 30 days of the date of the Variation Notice without penalty by providing notice in writing to Citoplus. The termination will take effect from the date of the proposed variation under the Variation Notice. If you do not elect to terminate the agreement in accordance with this clause, you will be deemed to have accepted the variation under a Variation Notice.
- (c) Notwithstanding anything else in these Platform Terms, Citoplus may vary these Platform Terms at anytime if the variation does not increase the obligations you owe under these Platform Terms. In the event of a variation under this clause, that variation will apply after a notice in respect of the variation is provided by Citoplus (which may be provided by publication on the Platform).

#### **19. Waiver**

A waiver by either party of a breach of these Platform Terms will not be regarded as a waiver of any other breach. A party's failure to enforce a provision of these Platform Terms will not be interpreted as a waiver.

#### **20. Assignment**

- (a) Subject to clause 20(b), a party may not assign or transfer any of the rights or obligations under this agreement to a third party without the prior written consent of the other party.
- (b) We may assign or transfer any of the rights or obligations to a third party without your consent if the assignee is a related body corporate of, or is of equal or similar financial standing and reputation of, Citoplus.

#### **21. Further acts**

Each party must, without further consideration, sign, execute and deliver any document and perform any other act that is necessary or desirable to give full effect to these Platform Terms.

#### **22. Party preparing Platform Terms not to be disadvantaged**

No rule of contract interpretation must be applied in the interpretation of these Platform Terms to the disadvantage of Citoplus on the basis that Citoplus prepared or put forward these Platform Terms or any document comprising these Platform Terms.

## Appendix 1: Third Party Data Provider Restrictions on Use

### 1. CreditorWatch (Commercial Credit Reports, ASIC Company Data)

#### 1.1 Definitions

- (a) **Affiliate** means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Person;
- (b) **Authorised Representative** means any director, officer, employee, agent, or other representative of CreditorWatch or an Affiliate of CreditorWatch;
- (c) **Business Information** means information provided by you or other users of the Site relating to a company or organisation, including Debtor Information;
- (d) **Business Information Services** means the service Users access information about businesses, including credit information and permits you or third parties to amend Business Information on the CreditorWatch site;
- (e) **CreditorWatch** means CreditorWatch Pty Ltd, provider of commercial credit reports and ASIC company data;
- (f) **Debtor Information** means information provided by you or other users of the Site relating to the credit worthiness of customers of a business;
- (g) **Intellectual Property Rights** means all industrial and intellectual property rights both in Australia and throughout the world, whether now known or devised in the future, and for the duration of the rights including any patents, copyright, registered or unregistered trade marks or service marks, registered designs and commercial names and designations, circuit layouts, database rights and rights in relation to confidential information and trade secrets, whether or not registered or registrable;
- (h) **Materials** means any materials that we provide to you in carrying out the Business Information Services;
- (i) **Marks** means trademarks, service marks, logos and names and titles, of and associated with CreditorWatch or an Affiliate of CreditorWatch;
- (j) **Laws** means (whether in Australia or any other relevant jurisdiction) all laws, codes, guidelines and the like, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory and mandatory codes of conduct, writes, orders, injunctions, judgements, Australian generally accepted accounting principles and industry-wide non-statutory rules in force or as applicable from time to time;
- (k) **Person** means any individual, partnership, limited liability company, corporation, trust, estate, association, or any other legal or commercial entity;
- (l) **Privacy Laws** means the *Privacy Act 1988* (Cth) and any other applicable legislation, principles, industry codes, guidelines, codes of conduct or

ancillary regulation relating to privacy or the handling of Personal Information by either You or Us;

(m) **Site** means [www.creditorwatch.com.au](http://www.creditorwatch.com.au); and

(n) **User** means any Person using this Site.

## 1.2 Key Terms

(a) Unless you have obtained our prior written permission, you may not do any of the following or permit or procure any other Person or Affiliate to:

- (1) Copy, reproduce, republish, upload, post, transmit, or distribute in any way material from this Site in any manner inconsistent with the purposes for which it is offered by CreditorWatch to its Users, in particular, you must not disclose Business Information uploaded by users of the Site to non-users of the Site;
- (2) Use promote or otherwise encourage the use of this Site or any Business Information for any illegal or unauthorised purpose;
- (3) Infringe or violate the rights of third parties, including copyright, trademark, patent, rights of privacy, or any other proprietary or contractual right;
- (4) Transmit any advertising or promotional materials, including without limitation, "junk mail," "surveys," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or unauthorised communication;
- (5) Copy, modify, or display our name, trademarks, or logo or those of any Affiliate of ours, or any text, graphic images, or other Business Information from this Site;
- (6) Use devices (including software) that are designed to provide repeated automated access to this Site or probe, scan, or test the vulnerability of any system or network related in any way to this Site;
- (7) With the exception of web browser software, or other applications approved by Us, use any software, program, application or any other device to access or log on to the Site, including our computer systems, or to automate the process of obtaining, downloading, transferring or transmitting any Business Information from Site, including our computer system;
- (8) Include any Mark, the name of any of our personnel, or any variation of any of the foregoing, as a metatag, hidden textual element, or any other indicator that may create a false or misleading impression of affiliation, sponsorship, or endorsement between any User and/or website and the Site;
- (9) Collect or store Personal Information (as that term is defined in Privacy Laws) about other Users of this Site;

- (10) Transmit any material that contains any computer code or files that might interrupt, limit or interfere with the functionality of any computer software or hardware of telecommunications equipment;
- (11) Use any electronic communication feature of the Site for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libellous, defamatory, embarrassing, obscene, threatening, hateful, offensive, or sexually explicit;
- (12) Identify CreditorWatch or other users of the Site as the source of any Business Information;
- (13) Create a link from a website to any page of this Site unless the user or the operator of.

## 2. Experian (Individual Credit Reports)

### 2.1 Definitions

- (a) **Client** means CitoPlus Pty Ltd (ABN 11 653 321 094);
- (b) **Client Products** means products of the Client including Experian credit services access seeker via agent;
- (c) **Credit Reporting Business** has the meaning as set out in the Privacy Act 1988;
- (d) **Credit Reporting Information** has the meaning specified in the Privacy Act;
- (e) **Credit Information** has the meaning specified in the Privacy Act 1988;
- (f) **Documentation** means any or all of the specification, user documentation, product documentation, technical documentation including guidelines relating to data security and access and/or statements of functionality;
- (g) **Experian** means Experian Australia Credit Services Pty Ltd, the provider of credit services access seeker via agent;
- (h) **Experian Data** means any of the data (including Personal Information) and/or databases and/or scores supplied by Experian to the Client in connection with this Agreement but excluding the client data;
- (i) **Experian Materials** mean software and any materials, Documentation, Scorecards or other items developed and/or licensed by Experian to the Client in connection with this Agreement excluding Experian Data;
- (j) **Permitted Purpose** means the internal business purposes of the Client in connection with the Client Products in the Territory and not in any event for the provision of bureau services to any third parties;
- (k) **Scorecards** means a statistical formula derived to aid decision making and any supporting material in relation to such formulae;

- (l) **Services** means all services supplied by Experian to the Client under or this in connection with Agreement, including the provision and grant of licences in respect of any Experian Data and/or Experian Material;
- (m) **Territory** means Australia.

## 2.2 Key Terms

- (a) The Client represents and warrants that it has been appointed as an agent with actual authority to act, and use the Services, on behalf of its customers (“**Customers**”).
- (b) The Client as an access seeker may permit access to the Services by its Customers for the sole purpose of providing credit reporting information to the customer and each respective User, subject to each Customer’s compliance with the applicable terms of this Agreement.
- (c) Except as permitted by this Agreement, the Client agrees that it will not, and will procure that its Customers do not, either directly or indirectly, itself, or through any agent or third party, without the prior written consent of Experian, request, compile, store, maintain, resell, or use the Services (including any information contained in the Services) to carry on a Credit Reporting Business.
- (d) Client shall be solely responsible for assuring the secure and confidential manner in which it stores, delivers and transmits Credit Reporting Information and other information generated by Experian through the provision of the Services to Users and to those of its authorised employee who access the Credit Reporting Information for a Permitted Purpose.

## 3. PropTrack (Property Valuation Data)

### 3.1 Definitions

- (a) **Consumer** means an individual whose Personal Information appears in any data (including Third Party Data)
- (b) supplied by Protrack to the Customer
- (c) **Customer** means CitoPlus Pty Ltd (ABN 11 653 321 094);
- (d) **Data** means all information (including Third Party Data), in whatever form, which: (a) is provided to the Customer by Protrack for the purpose of providing the Services; or (b) is transmitted, received or stored, processed, generated, compiled or modified through the use, or in connection with the provision, of the Services;
- (e) **Direct Marketing** means one to one marketing, normally supported by a database, which uses one or more advertising media to affect a measurable response and / or transaction from a person and includes, but is not limited to, telemarketing, bulk email messaging, postal canvassing and list brokering;

- (f) **Government Data** means, for the purpose of this schedule, any data provided under agreement by a State government entity to Proptrack, which may then be used in the product or services Proptrack provides the Customer under this Agreement;
- (g) **Identified Information** means the details of any Consumer, limited to the name and service address of the owner, vendor and / or purchaser;
- (h) **Personal Information** means has the meaning in the Privacy Act 1988 (Cth);
- (i) **Product Data** means any data or results, including any property information, ownership information, sales
- (j) information, photographs, valuation or market share analyses, index results or alerts, contained within or
- (k) provided through the Property Products
- (l) **Property Product** means the services and deliverables provided by Proptrack ;
- (m) **Proptrack** means Proptrack Pty Ltd (ABN 43 127 386 298), provider of Property Data;
- (n) **Related Body Corporate** means a body corporate that is: (a) a holding company of the other body corporate; (b) a subsidiary of the other body corporate; or (c) a subsidiary of a holding company of the other body corporate;
- (o) **Services** means an automated valuation model for residential property in Australia accessed
- (p) via the Internet. ; and
- (q) **Third Party Data** means any data that Proptrack licences from a third party.

### 3.2 Key Terms

- (a) Customer must not create any derivative data sets of the Data;
  - (1) use the data to create a business in competition with Proptrack or any of its Related Bodies Corporate;
  - (2) resell the Data; and
  - (3) recalculate or combine the Data with other data without Proptrack's prior written consent.
- (b) The Customer, its employees and/or representatives must not, or encourage any person or entity to:
  - (1) use or distribute any Identified Information for Direct Marketing or with the intention of encroaching upon the privacy of a Consumer; or

- (2) use any Personal Information within or comprising the Property Product or Product Data for any purpose other than appropriate and legal data verification purposes.
- (3) produce any promotional material which would enable a reader or user of the promotional material to identify an individual as presently holding or as having held an interest of any kind in land identified in the Government Data. The Customer must also not present the Government Data in such a way that may infer in any way that the Government Data may be used or available for marketing or promotional purposes;
- (4) sell, assign, distribute, transfer, sub-licence, reproduce, repackage or on-supply the Government Data to any third parties or derive any revenue from the Government Data or part thereof;
- (5) breach any provisions of the Copyright Act 1968 (Cth) in relation to the access and use of the Government Data; and
- (6) must ensure that no third party, including employees and contractors, breach any of the above conditions.

#### 4. Glasses (Vehicle Valuation Data)

##### 4.1 Definitions

- (a) **Business System** means systems of Glass's Information Services Pty Limited that support the provision of Data and Products;
- (b) **Customer** means CitoPlus Pty Ltd (ABN 11 653 321 094);
- (c) **Data** means the data that belongs to Glass's and is made available to you through the service; and
- (d) **Products** means data products and subscriptions ("**Products**") of Glass's Information Services Pty Limited, ABN 44 004 382 478 ("**Glass's**").

##### 4.2 Key Terms

- (a) The Customer is permitted to use the Product in accordance with this Agreement, being to assist in identifying and matching VRM records to a Glass's f-lvIC code, providing a one-off match of that record if available.
- (b) For each use of the data, the Customer must access the Business System to obtain the Data and must not:
  - (1) reuse or resupply any Data it has accessed for one of its end customers or end users ("**Client**") for the purposes of another Client or to service another Client's query;
  - (2) resupply to a Client any Data the Customer has previously supplied to that Client for the purpose of a separate and distinct inquiry for that Client; or

- (3) the Customer will not market, supply, resupply, rent, base, re-sell, sub-license, lend, assign, or otherwise provide the Data in any way whatsoever to any third party, or make or retain copies of any Data, except as expressly permitted under this Agreement or with the express written consent of Glass's.
- (c) Customer agrees not to:
  - (1) decompile, disassemble, or reverse engineer the Products;
  - (2) alter, modify or create any derivative works based on the data or documentation;
  - (3) merge the Products with any other software other than as expressly set forth in the documentation;
  - (4) use, copy, sell, sublicense, lease, rent, loan, assign, convey, create a security interest (to which the Personal Property Securities Act 2009 (Cth) applies) or otherwise transfer the Products or documentation except as expressly authorized by this Licence Agreement;
  - (5) distribute, disclose or allow use of the Products or documentation, in any format, through any timesharing service, service bureau, network or by any other means not provided for in the documentation; or
  - (6) permit or encourage any third party to do any of the foregoing.

## 5. OCR Labs (ID Capture)

### 5.1 Definitions

- (a) **Administrator** means member of Client's Personnel nominated by Client to administer certain managerial functions in relation to the Platform via the Subscription Package;
- (b) **Associated Documentation** means any documentation (including API documentation), guides, training and other materials (including videos) regarding the Platform or the Services that are made available to Client by IDKit (or the IDKit Partner, if applicable) from time to time (including via the Platform);
- (c) **Client** means CitoPlus Pty Ltd (ABN 11 653 321 094);
- (d) **Client's Personnel** means in respect of a person, any officer, employee, contractor, servant, agent, or other person under the person's direct or indirect control and includes any sub- contractors.;
- (e) **Confidential Information** means all information of a confidential or proprietary nature, in any form whether tangible or not, disclosed or communicated by a party to the other, or learnt or accessed by, or to which the other party is exposed as a result of entering into this agreement (including your Subscription Package), but excluding information which: (a) is or becomes a matter of public knowledge through no fault, action or omission

of the recipient or its Personnel; (b) is rightfully received by the recipient from a third party without a duty of confidentiality; (c) was already known to the recipient at the time the disclosing party first made it available to the recipient, except as a result of disclosure known by the recipient to be made in violation of an obligation of confidence; or (d) was independently developed by the recipient without reference to the information of the disclosing party. Without limitation, IDKit's Confidential Information includes all know-how, trade secrets, technical information, specifications, data, Intellectual Property Rights, marketing procedures, pricing information, client and client records, as well as business, corporate or trade information.

- (f) **IDKit** means OCR LABS IDKIT Pty Ltd (ABN 51 640 504 249);
- (g) **IDKit Partner** means the service provider engaged by IDKit to provide certain components of the Services to, and otherwise manage engagement with, Client, where applicable;
- (h) **Intellectual Property Rights** means all industrial and intellectual property rights of any kind including but not limited to copyrights (including rights in computer software), trade marks, service marks, designs, patents, trade secrets, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how and other proprietary rights (whether or not any of these are registered and including any application, or right to apply, for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.;
- (i) **Law** means all applicable laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles, requirements and determinations, mandatory codes of conduct and standards, writs, orders, injunctions and judgments.
- (j) **Platform** means the IDKit platform available at [www.idkit.com](http://www.idkit.com).
- (k) **Privacy Policy** means IDKit's privacy policy available at <https://ocrlabs.com/legal/australian-privacy-policy>, as amended by IDKit from time to time.
- (l) **Services** means access to the Platform in accordance with your Subscription Package, and (if applicable) to provide certain other associated features as set out in your Subscription Package;
- (m) **Subscription Package** means the service specifications and subscription details completed and agreed by the parties through the Platform; and
- (n) **Users** means those end users to whom Client refers or makes available the Platform, including Client's customers and individuals who undergo an identity verification through the Platform.

## 5.2 Key Terms

- (a) Except to the extent required by Law, Client must not and must ensure that its Administrators and Users do not:

- (1) without the prior written consent of IDKit, access or use the whole or any part of the Platform or Services, except as expressly authorised by this Agreement;
  - (2) copy or replicate, or directly or indirectly allow or cause a third party to copy or replicate, the whole or part of any of the Associated Documentation except and strictly only to the extent such copying is necessary for the normal use of the Associated Documentation or Platform;
  - (3) remove or obscure any proprietary notice (including any copyright, trademark, service mark, or tagline) or other notices contained in the Platform or the Associated Documentation;
  - (4) circumvent any mechanisms in the Platform intended to limit Client's or any Administrator's or User's (as applicable) use of or access to areas within or components of the Platform;
  - (5) sub-licence, rent, sell, lease, distribute, exploit, commercialise or otherwise transfer the Platform or Associated Documentation, except as expressly permitted under this Agreement; or
  - (6) vary, alter, modify, interfere with, reverse disassemble, decompile or reverse engineer, or otherwise seek to obtain or derive the source code from any part of the Platform (or directly cause or permit any other person to do so).
- (b) Client must not and must ensure that its Administrators and Users do not, access or use the Platform, or post, provide or transmit any information, content or data in any way that:
- (1) violates or infringes the rights of IDKit or others including, without limitation, Intellectual Property Rights;
  - (2) contravenes any Law;
  - (3) is false, offensive, indecent, objectionable, harassing, obscene, pornographic, threatening, abusive, defamatory, libellous, fraudulent, tortious, or invasive of another's privacy or constitutes a breach of a person's legal rights (including Intellectual Property Rights);
  - (4) violates this Agreement or the Privacy Policy or any reasonable policy or terms of use posted on the Platform;
  - (5) contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or other property, or otherwise permit the unauthorised use of a computer or computer network;
  - (6) is detrimental to or in violation of IDKit's or Client's systems, or a third party's systems or network security; or

- (7) could damage, disable or impair the servers or networks used by the Platform or any Users

## 6. DataZoo (Sanctions Screening)

### 6.1 Definitions

- (a) **Customer** means CitoPlus Pty Ltd (ABN 11 653 321 094);
- (b) **Customer Data** means data pertaining to an Individual;
- (c) **Data Zoo** means Data Zoo Pty Limited (ACN 146 612 553);
- (d) **Data Zoo Batch Services** means a sub IDU Service for the processing of Customer Data in a group or batch, as described in the relevant SOW.;
- (e) **Data Zoo Data** means any data provided to the Customer by Data Zoo or held by Data Zoo and used in the provision of an IDU Services (including Personal Data where relevant) as more particularly described in the relevant SOW;
- (f) **Data Zoo Systems** means the Data Zoo API, Data Zoo Web Application and Data Zoo Batch Services;
- (g) **Data Zoo Web Application** means the Data Zoo IDU® web application;
- (h) **IDU Services** means electronic identity verification services delivered by the Data Zoo IDU solution through the Web Application or API (including Batch Services), to the Customer that is more particularly described in the relevant SOW;
- (i) **Intellectual Property Rights** means: a. patents, rights to inventions, rights in designs, Trade Marks, trade marks and trade names, copyright and related rights, rights in goodwill, database rights and know-how, whether registered or not; b. all other intellectual property rights or forms of protection and similar or equivalent rights anywhere in the world (whether registered or not) which currently exist or are recognised in the future; and c. all applications, extensions, and renewals to any such rights; and
- (j) **SOW** means the specific document containing all additional terms specific to the Data Zoo Data and/or IDU Service being utilised .

### 6.2 Key Terms

- (a) The Customer must not distribute, market, re-license, sub-license, rent, lease, adapt, translate, enhance, modify, de-compile, disassemble, reverse engineer, reproduce, create derivative works or translate the whole or any part of the information included in the IDU Services or any other Intellectual Property Rights of Data Zoo, and must not merge the Data Zoo Systems or IDU Services into any other product or service without the prior written permission of Data Zoo.

- (b) The Customer acknowledges and agrees that it must not provide the Data Zoo Data, Data Zoo Systems or IDU Services to its Clients as a reseller without the prior written consent of Data Zoo, unless stated otherwise in the relevant SOW.

## 7. Illion (Bankstatements)

### 7.1 Definitions

- (a) **Authorised User** means any person, including Personnel, who has a need to access or use a Service on your behalf in accordance with this MSA;
- (b) **Information** means any information provided by us to you in connection with a Product or Service, including information provided as data output, documentation or compilation of information;
- (c) **Permitted Purpose** means a non-exclusive, non-sublicensable, non-transferable, revocable, limited licence to use the Service in the Territory for the Service term solely for your internal business purpose and any other permitted purpose set out in a Work Order;
- (d) **Personnel** means directors, officers, employees, agents and contractors.;
- (e) **Product** means a product set out in a Work Order provided by us to you;
- (f) **Related Body Corporate** means where a body corporate is: (a) holding company of another body corporate; or (b) a subsidiary of another body corporate; or (c) a subsidiary of a holding company of another body corporate; or (d) controlled by, under common control with, or controls, another body corporate, the first-mentioned body and the other body are related to each other;
- (g) **Service** means a service provided by us to you as set out in a Work Order and includes the supply of any Product, Information and Software;
- (h) **Software** means a software, computer program, application, software as a service, including updates, new releases, specifications, documentation and media supplied by us to you, including by local installation or remote access;
- (i) **Territory** means the territory in which the Services are being supplied by us to you as set out in the Work Order;
- (j) **Work Order** means a request for Services executed by the parties.

### 7.2 Key Terms

- (a) We grant you a non-exclusive, non-sublicensable, non-transferable, revocable, limited licence to use the Service in the Territory for the Service term solely for your internal business purpose and any other permitted purpose set out in a Work Order (**Permitted Purpose**)
- (b) Unless expressly permitted in a Work Order, you must not and must not attempt to (directly or indirectly):

- (1) resupply, resell or repackage a Service;
- (2) reuse, copy, download, upload, modify, translate, adapt, make any improvement or enhancement to or in any other way reproduce, a Service, except as reasonably required for the Permitted Purpose;
- (3) permit any person (other than an Authorised User) to access or use a Service;
- (4) incorporate any Information in a database, marketing list or report, except as reasonably required for the Permitted Purpose;
- (5) use the Service to generate any statistical, comparative or other information that may be provided to any third party (including as the basis for providing recommendations to others), except as reasonably required for the Permitted Purpose;
- (6) reverse engineer, derive the source code of, tamper with any Service;
- (7) circumvent any technological measures that are designed to prevent unauthorised use or access to any part of a Service;
- (8) engage in any form of systematic extraction of all or part of any Service, including the use of "screen-scraping", "bots" and "spiders";
- (9) introduce, directly or indirectly, any virus, worm, trojan or other harmful or malicious code into any Service or otherwise corrupt, degrade or disrupt any Service;
- (10) voluntarily produce any Information in legal proceedings, unless required by law;
- (11) identify us, our Related Bodies Corporate, a Service or our confidential publications as a source of reference; or
- (12) use any Service in an unreasonable way or in a way that is unintended or contrary to the way we intended the Service to be used or in a way that is otherwise unfair or unacceptable (in our sole discretion, acting reasonably).

## 8. Dye & Durham (Property Title Data)

### 8.1 Definitions

- (a) **Broker** means the party who has been appointed by Landgate as its non-exclusive agent to carry on Landgate's business for the term of the Broker's Agreement; and - the party with whom the End User has entered into a contract to supply or provide Title Products.;
- (b) **Broker's Outputs** means the Broker's own products and services which: - are produced independently by the Broker; and are not part of Landgate's Business and not the subject of Landgate's agency arrangements; and supplement the Title Products, without altering their inherent nature or

integrity; and will be supplied at a price determined entirely by the Broker. Broker's Outputs may include the following products and services:

- (1) Bundling or packaging together several Title Products; and/or
  - (2) Bundling or packaging the Title Products with other products from the Broker's business;
  - (3) Providing integrated web portals or web services;
  - (4) Providing advanced account management functions;
  - (5) Any other Broker product which incorporates a Title Product;
- (c) **Customer** means the individual or legal entity (and if more than one, all of them jointly and severally) who has accepted this Agreement by physically or electronically signing and returning to Dye & Durham a hard or electronic copy of it or selecting the "I Accept" (or similar) button on any Dye & Durham Website;
- (d) **Direct Marketing** means one to one marketing using personal details (e.g.name, address, email address), normally supported by a database, which uses one or more forms of advertising media to effect a measurable response or transaction from a person (including a corporation or organisation), and includes, but is not limited to, telemarketing, bulk email messaging (whether or not spam), postal canvassing and list brokering;
- (e) **End User** means the Broker's or sub-broker's customer, member or subscriber, who has entered into an agreement with the Broker or Sub-Broker, for the supply or provision of Title Products. The term End User includes the officers, employees, servants, contractors and agents of the same. End Users may use Title Products for Internal Use only;
- (f) **Internal Use** means use for an End User's: own business or internal purposes; or own clients or customers, where those clients will be the final recipient of the Title Products concerned and they will only use the Title Products concerned in relation to the singular purpose or transaction for which they were acquired;
- (g) **Landgate** means the Western Australian Land Information Authority;
- (h) **Privacy Laws** means all legislation in relation to privacy and without limitation includes the Privacy Act 1988(Cth) and the Australian Privacy Principles, the Spam Act 2003 (Cth) and the Do Not Call Register Act 2006 (Cth);
- (i) **Privacy Legislation** means the Privacy Act 1988 (Cth) and any State privacy legislation which may be enacted during the term;
- (j) **Property Information** means data and information relating to the property Title Product requested;

- (k) **Software Product** means Dye & Durham's Proprietary software systems and system interfaces that are licensed to the Customer for its use under the terms of this Agreement, including service packs and Updates;
- (l) **Title Product** is the generic term used to describe: - any of the products which are supplied by Landgate to the Broker, as specified in the Broker's Agreement; or - any of the other products described in the TLA Regulations, which Landgate may make available to Brokers through the Web Service from time to time;
- (m) **TLA Regulations** means the Transfer of Land Act 1893 (WA).;
- (n) **Updates** means any patches, enhancements or upgrades; and
- (o) **Web Service** means the customised internet access to Landgate's computerised systems, including an online ordering service, which is provided by Landgate for the Broker..

## 8.2 Key Terms

- (a) The Customer must not tamper with, modify, disassemble, reverse engineer or do anything to any code or database structure of the Software Product, without obtaining prior written consent from Dye & Durham.
- (b) The Customer must not provide access to any code or database structure of the Software Product to any third party, without obtaining prior written consent from Dye & Durham.
- (c) The Customer must not engage any third party, for the purposes of integrating any other third- party software application with the Software Product, without obtaining prior written consent from Dye & Durham.
- (d) The Customer acknowledges that Dye & Durham may, without being required to provide notice to the Customer, remove any modifications, integrations or any other changes that are not supplied by Dye & Durham but that are made to the Software Product by the Customer or any person instructed by the Customer to make such modification, integration or change.
- (e) The Customer must not do anything with the Software Product which is inconsistent with or beyond the scope of the rights expressly granted in this Agreement.
- (f) Under no circumstance may the Customer transfer or sub-license the Software Product, in whole or in part, without the prior written consent of Dye & Durham.
- (g) The End User must not:
  - (1) Reproduce, supply, on-sell, sublicense, disclose or otherwise provide Title Products in any form to any other person;
  - (2) Alter the format, meaning or substance of any Title Products supplied;

- (3) Alter or omit the meaning, substance, content, coordinates or spatial integrity of any Title Products;
  - (4) Create data or other products which are the same as or substantially similar to the Title Products, or reverse engineer or rework the Title Products or by any means use any:
    - (A) outputs, whether or not from the Title Products; or
    - (B) combination of data which includes the Title Products; or
    - (C) permit any third party to do the same, except as permitted by law;
  - (5) Derogate or detract from the legal rights of Landgate in the Title Products or any data derived from the Title Products;
  - (6) Display, distribute, sell, license, hire, let, trade or expose the Title Products for sale;
  - (7) Keep a copy of any portion of the Title Products or any data derived from the Title Products;
  - (8) Store any Title Products (or any part of them) in any form;
  - (9) Not use or permit to be used, the logo of Landgate or any modification thereof, unless in accordance with these (Landgate Suggested) terms and conditions; or with the prior written consent of Landgate.
- (h) NSW Land Registry Services (“**NSW LRS**”) Conditions of use: Users are prohibited from:
- (1) Using the Property Information other than for their own business purposes Onselling, sub-licensing, disclosing or otherwise providing Property Information in any form to any other person. Altering the format, meaning or substance of any Property Information supplied Printing Property Information on paper other than plain or preprinted paper, which includes a Proprietary Notice. \*
  - (2) Making copies of the Property Information other than as are reasonably required for backup purposes, provided that such copies include a Proprietary Notice \* and are secured so as not to be accessed or used by unauthorised persons or for any purpose other than backup. \* Proprietary Notice means a notice on material in which LANDS claims rights, title or ownership, and appears as “© State of New South Wales through Department of Lands (year)”
- (i) The End User agrees to:
- (1) comply with the requirements of the Privacy Legislation, particularly in relation to its handling of personal information, as defined in the same, including the collection, use, disclosure and security of such

information, whether or not the End User is required by law to comply with the Privacy Legislation; and

- (2) comply with any other reasonable direction relating to privacy given by Landgate, including those relating to Landgate's own privacy policies and procedures; and
  - (3) not to do anything which if done by Landgate would be a breach of the Privacy Legislation.
- (j) Landgate (including its board members and employees) will not be responsible for any actions, claims, cost, proceedings, suits or demands whatsoever arising out of any breach of the Privacy Legislation by an End User or third person, in relation to any Title Product they obtain, or in relation to the Broker's Outputs.
- (k) Furthermore:
- (1) The End User must not use any Title Product for the purpose of Direct Marketing of goods or services.
  - (2) The End User must not release the Title Products to any third party where that party intends to use those Title Products for the purpose of Direct Marketing of goods or services.
  - (3) The End User must provide any assistance requested by Landgate in relation to an investigation of an allegation of misuse of any Title Product, or contravention of the Privacy Legislation.