

Access Intell Pty Ltd – Terms and Conditions

1. Introduction

Access Intell Pty Ltd operates a suite of digital Platforms designed for various online activities including, but not limited to, the control and management of trade applications (Access Approve), the lodgement of transactions including registration, modification and discharge of security interests on the Australian Personal Property Securities Register (Access PPSR), the visualisation, control and management of customer risk (Access Monitor) and general web based business information services accessed through its website/s.

These Terms and Conditions of Trade and Use govern Access Intell Pty Ltd's ("Access Intell" or "us" or "we") trading activities with its clients ("client", "user" or "you") across all platforms and websites. An agreement between you and Access Intell will be formed when you enter into a service agreement or check the tick box that states: "I have read and agree to Access Intell's Terms and Conditions of Trade and Use of Platforms and Privacy Policy". By doing so, you warrant that you have the authority to create a contractually binding relationship between you or the business you represent and Access Intell for the duration of the agreement. You must not use the Platforms if you do not agree to any part of the Terms and Conditions of Trade and Use or Privacy Policy.

Access Intell reserves the right to amend these Terms and Conditions at any time. That change will take effect from the date on which the change is published within the Platforms.

2. Conditions of Use

Access Intell grants users a limited and revocable license to use the Platform/s, and to register an Account, in accordance with these Terms and Conditions. At its discretion, Access Intell may immediately revoke the licence to use the Platform/s at its absolute discretion or if you breach any provision. Access Intell may immediately revoke your licence to use the Platform/s if you:-

- use the Platform/s for any unauthorised activity including copying, commercialising or disclosing information obtained therein;
- use the Platform/s for any unlawful or fraudulent purpose, including wilful lodgement or attempted lodgement of false, fraudulent or unauthorised transactions;
- use the Platform/s in a manner that causes or attempts to cause excessive demand, or a denial of service attack, on the Platform/s; and
- access or attempt to access any unauthorised area of the Platform/s, including use of another user's Account, hacking or reverse engineering;

To access the Platforms you must register an Account. You undertake to:-

- provide information during the registration process that is accurate and complete in all respects;
- use the Platform/s only in the way that it is designed to be used; and
- represent yourself only, and not impersonate any other person while using the Platform/s.

When you register an Account, you represent and warrant to us that you:-

- are over the age of 18 years;
- are capable of forming binding contracts; and
- are not breaking any law by accessing and using the Platform/s.

You are solely responsible for:-

- the use of your Account, regardless of who is using it, even if it is used without your permission;
- obtaining the consent of all individuals or consumers whose personal information is submitted to the Platform/s;
- ensuring your details, including contact details, are correct and up to date; and
- keeping your username and password secure.

Access Intell's provision of the Platform/s does not constitute advice by Access Intell, including legal advice, financial advice or advice of any kind as to:-

- the interpretation of third party reports

- the existence or validity of credit or trade account applicants
- the meaning, interpretation and operation of the PPSA; or
- the commercial efficacy, sufficiency, validity, effectiveness, perfection, registration or modification of Business Information or Security Interest or any related document or state of affairs.

Any content provided on the Platform/s is for informational purposes only, and is to be used or relied on at your own risk. Access Intell makes no warranty or representations as to the accuracy of content on the Platform/s. Access Intell is not responsible for the nature and content of any transaction you process on the Platform/s. You acknowledge that it is your responsibility to verify the accuracy and validity of any aspect. Access Intell suggests obtaining independent legal or professional advice before taking or refraining from taking any action.

Users purchasing credit reports or taking part in our trade payment exchange program with third party providers agree to be bound by the terms and conditions of that provider.

Users processing transactions to PPSR using the Platform/s agree to be bound by the terms of use published by the Registrar of PPSR or other competent authority from time to time. Transactions processed to PPSR using the Platform/s will additionally be subject to the relevant statutory fees as set out by the Registrar of PPSR or other competent authority as detailed on www.ppsr.gov.au.

3. Term and Termination

This term of this agreement continues at the will of the parties indefinitely. Access Intell may monitor your use of the platforms and end or alter the agreement if:-

- it is no longer able to provide an aspect of the service
- the user breaches its payment obligations or any of the terms of use
- the client enters any form of insolvency or arrangement with creditors.

In the absence of these events, Access Intell or the client may terminate the agreement by giving 2 months written notice. Upon termination you must immediately cease to use the Platform/s and delete it from your devices. Termination does not affect the parties' rights in respect of periods before termination. After termination, Access Intell will continue to have the right, but not the obligation, to monitor the Platform/s, to determine compliance with the Terms and any other operating rules established by Access Intell.

4. Confidentiality

There are mutual obligations of Confidentiality between the Parties. Confidential Information disclosed to the Recipient or of which the Recipient becomes aware, must be kept confidential by the Recipient and must only be used for the purposes of performing the Recipient's obligations under this Agreement.

Circumstances where the Recipient may disclose Confidential Information:

- a) Where the Discloser has provided authority (including upon establishment of the Platforms) for the Recipient to disclose, or
- b) The Recipient is compelled by law or some competent authority to disclose.

Upon expiry of this Agreement or its earlier termination each party must:

- a) return all Confidential Information belonging to the other party in its possession or within its control;
- b) ensure that its officers, employees, agents and contractors comply with this clause;
- c) if requested by the other party, certify in writing that it has returned all material in any media belonging to the other party in its possession or within its control.

5. Transactions, Fees and Charges

The Client will pay all fees in accordance with the Agreement as outlined in the establishment process. Clients that are admin users will be able to view pricing and transaction volumes. Subscription fees and any applicable transaction fees processed in the preceding calendar month will be levied as outlined in the platforms. A credit account may be granted by Access Intell in which case time for payment of invoices shall be required by the due date. If any amounts are in dispute, the Client must pay the undisputed amount by the due date otherwise the account will be considered to be in default.

All disbursements (Credit Bureau Reports and PPSR Registrars Fees) are payable by credit card, direct debit (or some other agreed immediate method) at the time of processing. Fees may be altered by Access Intell by giving no less than 3 months written notice. If the

client rejects the fee alteration notification, the client may make an appeal to Access Intell. If the appeal is not upheld, either party may give 2 months written notice of termination notwithstanding the provisions of clause 5 of this agreement.

6. Client responsibility for payment, default events and remedies

The client is responsible for paying all monies due within the credit terms extended, if these are granted. In the event that invoices are not settled by the due date the client will be considered to be in default. Interest on overdue invoices shall accrue from the date when payment becomes due, daily until the date of payment, at a rate of 2.5% compounding per calendar month and shall accrue at such a rate as an administration charge.

Without prejudice to any other remedies Access Intell may have, if at any time the Client is in breach of any obligation (including those relating to payment), Access Intell may suspend access to any Platform and any of its other obligations under the terms and conditions. Access Intell will not be liable to the Client for any loss or damage the Client suffers because it exercised its rights under this clause. In the event that the client later settles all monies due, Access Intell reserves the right to charge an administration fee to reopen the account.

In addition to any rights of termination upon default events, if an account remains overdue for more than 90 days, Access Intell reserves the right to discharge any PPSRs it holds.

7. Electronic Communication

Both parties agree to electronic communication. We may serve any Communication on you by sending it to the email address you provide to us in connection with your Account, as updated from time to time. You may serve any Communication on Access Intell by sending it to the email address posted on our website or notified to you from time to time.

A Communication by email will be taken to have been received by the addressee 24 hours after the email was sent, unless the party sending the email knows or reasonably ought to suspect that the email was not delivered to the addressee's domain specified in the email address.

8. Limitation of liability

The liability of Access Intell on any account whatsoever is limited to the supply of the services again or the cost of having the services supplied again. Access Intell excludes all other liability for any costs, including consequential loss, suffered or incurred directly or indirectly by you in connection with the Terms or the Platform/s, including in connection with any transaction or security interest viewed or processed.

9. Client responsibilities and acknowledgements

The Client acknowledges and agrees that, to the maximum extent permitted by Law, Access Intell makes no representations, warranties or guarantees in relation to the accuracy, availability, continuity, reliability of The Platforms;

- a) acknowledges that Access Intell cannot ensure the security of any information transmitted to or from its platforms;
- b) the Registrar makes the PPSR available on an "as is, as available" basis only;
- c) Access Intell will not be liable if the Platforms are unavailable for any reason, including directly or indirectly as a result of:
 - telecommunications or internet unavailability, interruption, delay, bottleneck, failure or fault;
 - acts or omissions of third parties (including the PPS Registrar and third party service providers);
 - maintenance or repairs carried out by Access Intell, the PPS Registrar or any third party service provider in respect of the Platforms;
 - any event beyond Access Intell's control; or
 - services provided by the PPS Registrar or any third parties being interrupted or becoming unavailable;
- d) The Client is responsible for the accuracy of all data supplied to Access Intell including for transmission to PPSR and other authorised parties;
- e) The Client agrees and accepts that Access Intell may provide any third party service provider with data submitted to the platforms for the purposes of analysis to enable Access Intell to derive industry information and enhance its risk intelligence and insights;
- f) The Client warrants to Access Intell that it has the right to undertake any action it does on any platform including the right to submit Business Risk information and a properly registrable PPSR interest against each party submitted for registration on PPSR where applicable.

10. Indemnity

The Client indemnifies Access Intell against any Damages that it (and its personnel) may incur that arises out of or in connection with the Client, and Client Users' use or misuse of any platform.

You indemnify Access Intell against all Costs suffered or incurred, however caused, arising wholly or partially, directly or indirectly, in connection with the Terms or your use of the Platform/s, including any Costs arising directly or indirectly from:

- a) your breach of the Terms;
- b) you or any authorised user's infringement of any third party Intellectual Property Rights while using the Platform/s;
- c) any error or mistake made by you in using the Platform/s, whether or not caused by your reliance upon incorrect or inaccurate information in respect of any Transaction or Security Interest;
- d) any harm to, claim or action by a third party arising directly or indirectly from your use of the Platform/s;
- e) any personal injury, death or damage to property arising directly or indirectly out of your conduct;
- f) any negligent or unlawful act or omission by you in connection with the Platform/s or any Transaction or Security Interest;
- g) Access Intell's or a third party's reliance on a misleading representation made by you;
- h) a contract in force between you and a third party connected with the Platform/s or any Transaction or Security Interest;

The indemnities are subject to Non Excludable Conditions to the extent of any inconsistency, and apply to the fullest extent permissible by law. Access Intell may make a claim under indemnities in relation to a Cost before having incurred the Cost, or before making a payment in relation to the Cost.

The indemnities are in addition to any damages for breach of contract to which Access Intell may be entitled. Nothing in the indemnities will be construed so as to prevent Access Intell from claiming damages in relation to your breach of any part of the Terms.

11. Commissions paid to Affiliate Referral Partners

Where you have been referred to Access Intell by an Affiliate or Referral Partner, you acknowledge that Access Intell may pay a commission to the Affiliate.

12. Relationship of parties

The relationship between Access Intell and you under these Terms does not form a joint venture or partnership. Except where this Agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the Parties.

13. Assignment and novation

You may not assign, novate or otherwise transfer any of your rights or obligations under the Terms without the prior written consent of Access Intell.

Access Intell may assign, novate or otherwise transfer any of its rights or obligations under any Terms to a third party without notice to you, or your prior consent. If Access Intell requires, you must sign any documents to give effect to an assignment, novation or transfer by Access Intell under this clause.

14. Governing law

The laws of the State of Queensland govern the Terms and each party submits to the non-exclusive jurisdiction of the courts in that jurisdiction.

15. Entire Agreement

These Terms and Conditions of Trade and Use, our Privacy Policy and any other document incorporated by reference constitute the entire legal agreement. The parties agree that they have not relied on any representation or statements outside the Terms. To avoid inconsistent provisions applying, no purchase order, confirmation or other document issued by or on behalf of the Client will vary this Agreement.

16. Counterparts

The documents constituting the Terms and Conditions of Trade may be executed in multiple counterparts. The counterparts will be read as one legal document.

17. Waiver

No right or obligation under the Terms will be waived unless the waiver is explicitly waived in writing.

18. Severance

Any unenforceable or invalid term of the Terms will be severed to the extent of the unenforceability or invalidity without affecting any other term in the Terms.

19. Binding on multiple Clients as part of the same group successors

The Terms are binding on each party's successors and permitted assigns. Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.

20. Dispute Resolution

In the event of dispute, the Parties will first try to resolve the dispute between themselves and if that fails; Will seek to resolve the dispute with the assistance of a mediator, with the costs of the mediator being shared equally between the Parties, and if that fails; shall submit the dispute to arbitration, with the decision of the arbitrator to be binding on both Parties.

21. Interpretation

Unless the terms and conditions of the Terms explicitly state otherwise, the Terms will be interpreted as follows:

- a reference to a party includes that party's permitted assigns, administrators, successors, executors, legal representatives and any novated party;
- any reference to a trustee includes any substituted or additional trustee;
- unless used for the usual grammatical purpose, inverted commas around a term indicate industry jargon that will be interpreted according to how that term would be understood by an individual with expertise in the relevant industry;
- "including", "includes" or any derivation of those words does not limit the matter in question to the things specifically mentioned in the applicable context;
- where a term is defined, other grammatical forms of that term will be taken to have the same meaning;
- headings are for convenience and will not affect interpretation;
- words in the singular will be taken to include the plural and also the opposite;
- "\$" means the Australian dollar;
- a reference to a document will be to that document as updated, varied or amended;
- a document referenced by the Terms will not take precedence over the referencing document;
- when any kind of legislative instrument is referenced, the reference will be taken to be that instrument as updated or substituted for by the legislative body in any way;

- where a "URL" is mentioned, the non-operation of the "URL" will not render the rights and obligations associated with it invalid;
- any referenced digital resource may be replaced with another digital resource that is a "copy" of the original resource;
- a reference to a party's conduct includes omissions as well as acts;
- if a party is described as having discretion in a matter, the discretion in that matter will be interpreted as sole and absolute; and
- where a party is required to do "anything necessary", this includes executing agreements and other legal instruments.

22. Definitions

Terms and Conditions of Trade and Use means this agreement, the legally binding contract arising between the parties comprising that govern the commercial arrangement between the parties and the use of the Platforms and the Privacy Policy available at www.accessintell.com.au and any documents referred to herein.

Access Intell, we, us and our means Access Intell Pty Ltd ACN 628 252 880 incorporating the trading styles Access Approve, Access PPSR and Access Monitor amongst others.

Client or You shall mean the Client or any person acting on behalf of and with the authority of the Client.

Consequential Loss means loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of value of equipment (other than the cost of repair), loss of opportunity or expectation loss, and any other form of consequential, special, indirect, punitive or exemplary loss or damages.

Content means any Content that User uploads to or downloads from the Platform/s, including any Content in relation to a Transaction.

Costs means any costs, expenses, losses, damages, claims, demands, proceedings, and other liability.

Credit Reference Bureau means any third party that Access Intell obtains trade data from.

Data means information that you upload to or obtain from the Platform/s including account registration information, Personal Information and User Content.

Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in or in relation to business names, circuit layouts, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, plant varieties, recipes, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

Platform/s means any of the software platforms operated by Access Intell known as Access Approve, Access PPSR and Access Monitor amongst others. A reference to use of the Platform/s also refers to use of the Content.

Platform User means any user of any of Access Intell's Platforms

PPSR means the Australian Personal Property Securities Register.

PPSA means the Personal Property Securities Act 2009 (Cth);

Price shall mean the cost of the services as agreed between Access Intell and the Client

Privacy Policy means the Access Intell's privacy policy available at www.accessintell.com.au.

Security Interest has the meaning given in the PPSA.

Services means all services supplied by Access Intell to the Client.

Term of the Agreement means the initial term of 12 months notwithstanding that the agreement continues indefinitely at the will of the parties until terminated.

Third Party means third party businesses, people and websites.

Transaction means any transaction created, processed or submitted by you to or from the Platform/s.

You and your means the person or entity identified as the client of Access Intell.