

INFOTRUST BASE TERMS

The Agreement between Customer and InfoTrust consists of these InfoTrust Base Terms and the executed InfoTrust Agreement and the specific service descriptions found set forth at www.infotrust.com.au/terms or a successor URL.

1. Confidentiality

1.1. Each party agrees and undertakes that during the term of the Agreement and thereafter in perpetuity it will keep confidential and will not use for its own purposes nor without the prior written consent of the other party disclose to any third party any information of a confidential nature (including without limitation trade secrets and information of commercial value) which may become known to that party from the other party ("Confidential Information") unless the information (i) public knowledge or(ii) is already known to that party at the time of disclosure or (iii) subsequently becomes public knowledge other than by breach of the Agreement or (iv) subsequently comes lawfully into the possession of that party from a third party or (v) is required to be provided to a law enforcement official or is responsive to a subpoena or other legal process, such that disclosure of such information is required or permitted by law.

1.2. To the extent necessary to implement the provisions of the Agreement each party may disclose the Confidential Information to those of its employees and sub-suppliers as may be reasonably necessary provided that before any such disclosure each party will make those employees and sub-suppliers aware of its obligations of confidentiality under the Agreement and will procure compliance by those employees and sub-suppliers with them.

2. Marketing

2.1. The Customer agrees that InfoTrust may use the Customer's company name, logo and testimonial (if such testimonial is provided) in InfoTrust's promotional material and communications including, but not limited to, proposals, presentations, website and corporate brochure.

3. Liability

3.1. The law implies various terms, conditions, guarantees and warranties which may apply to InfoTrust supplying Products or Services to the Customer. InfoTrust excludes all of those terms, conditions and warranties, and any other term condition and warranty that might have otherwise have been implied by custom or otherwise, to the full extent permitted by law.

3.2. Provisions of the Competition and Consumer Act (Cth) 2010 in some cases either cannot be excluded, restricted or modified, or can only be restricted or modified to a limited extent. If any such provisions do apply, then to the extent permitted by law InfoTrust's liability under those provisions is limited:

3.2.1. in relation to Products is limited to replacement of the Products or the supply of equivalent Products, or repair of the Products, or payment of the cost of replacing the Products or of acquiring equivalent Products, or payment of the cost of having the Products repaired; and

3.2.2. in relation to Services is limited to the supplying of the Services again, or the payment of the cost of having the Services supplied again.

3.3. To the extent permitted by law:

3.3.1. InfoTrust's maximum liability under or in relation to the Agreement for any losses incurred by the Customer is limited to the fees paid to InfoTrust in respect of the Product or Service to which the liability relates during the 12 months prior to the date on which the event giving rise to the loss occurred; and

3.3.2. InfoTrust is not liable, whether such liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties or under any circumstances:

(a) for any loss of profit, goodwill or business, loss of opportunity, increased financing costs, any failure to realise anticipated savings or for any consequential, indirect, special, punitive, remote or incidental damages; and

(b) for any products or services provided by a third party.

4. General

4.1. If a party by reason out of their control is unable to perform or carry out any obligation under this document (except an obligation to pay), then that obligation is suspended for so long and to the extent that it is affected by that reason. This clause does not apply to any obligation to make a payment.

4.2. The Agreement contains the entire agreement between the parties about their subject matter and supersede all prior discussions, representations, agreements and understandings between the parties in connection with the subject matter.

4.3. The Agreement may be signed in any number of counterparts and each of those counterparts taken together constitute one and the same document

4.4. Any changes to the Agreement must be agreed by the parties in writing.

4.5. The Agreement will be governed by the law of New South Wales and each party agrees to submit any dispute which may arise out of, under, or in connection with the Agreement to the exclusive jurisdiction of the courts of New South Wales.

5. Provision of Services

5.1. InfoTrust accepts no liability for Products or Services provided by third-party vendors. InfoTrust may replace any third-party Product or Service as it deems necessary provided that such replacement does not materially degrade the Product or Service that the Customer receives.

6. Invoicing, Charges & Payment

6.1. InfoTrust will invoice Customer in the currency stated in the Service Order upon receipt of order. Customer shall pay the full amount invoiced to it by InfoTrust within 14 days of the invoice date.

6.2. If InfoTrust has been unable to deliver or make the Product or Service available due to a failure by Customer to provide required information or due to Customer's act or omission, InfoTrust shall be entitled to commence charging for the Product or Service and the Customer shall be obliged to pay as if the Product or Service had been delivered or made available.

6.3. The initial invoice shall comprise the recurring fees applicable to the Registered Usage and other one-time fees, as shown in Section B "Product; Service; Charges" of the Agreement.

6.4. Customer shall notify InfoTrust if at any time the usage of the Product or Services exceeds the Registered Usage and InfoTrust will increase the Registered Usage accordingly. Additionally, InfoTrust will monitor Customer's actual usage of the Product or Service and if the actual usage exceeds the Registered Usage, InfoTrust will increase the Registered Usage accordingly. InfoTrust will raise additional invoices and/or make adjustments to subsequent invoices to cover charges for the increase in Registered Usage.

6.5. If InfoTrust accepts a request to bill in Customer's local currency, Customer will indemnify InfoTrust, for any increase in fees as a result of a currency exchange rate fluctuation and InfoTrust may invoice Customer to cover the increased fees and Customer shall be obliged to pay.

6.6. InfoTrust reserves the right having given Customer reasonable prior written notice to temporarily suspend Product or Service to Customer in the case of late or non-payment of InfoTrust's invoices.

6.7. InfoTrust may vary the charges for the Product or Service and Customer will pay such charges provided that InfoTrust may only make such variation by providing at least 2 months written notice. If notice is served during a Minimum Period or Renewal Term, such variation shall not take effect until the expiry of such Minimum Period or Renewal Term.

6.8. Customer shall not be entitled by reason of any set-off, counterclaim, abatement or other similar deduction to withhold payment of any amount due to InfoTrust.

6.9. The charges shown in this Agreement are exclusive of GST and other applicable taxes. Applicable taxes will be added to any invoice for the Product or Service at the rate current on the invoice date.