



TERMS & CONDITIONS

I/We (the 'Client') acknowledge and agree to the following Terms and Conditions for the use of eSearch Information Service facility.

- eSearch provides an on-line Information Service to its Client.
- The Client will provide eSearch with any changes to its initial Application details.
- eSearch will provide the Client access to its Information Service facility via a Customer Account Number, User Login Name and User Password.
- eSearch controls and manages the client access to its Information Service. eSearch maintains the right to discontinue its Service with the Client through the cancellation of the client's Users Login Name and /or Password.
- It is the sole responsibility of the Client and its agent/employees to maintain and protect the use of the User Password to ensure that the use of eSearch Information Service is not unauthorised.
- eSearch will endeavour to provide a timely service to its Client. eSearch will not be liable for any loss or damage(s) caused by the delay in the service however caused to the Client.
- The Client indemnifies eSearch for any loss(es) suffered as a result of the use of eSearch Information Service and whether its use is deemed authorized or unauthorised.
- The Client agrees to pay eSearch all fees and charges together with any duties and or taxes (including GST) and such payments to be made by the Invoice Due Date.
- An interest charge may apply for amounts outstanding in excess of 30 days from Invoice Date.
- eSearch will provide the Client on request, invoices and/or supporting documentation in relation to the use of its Information Service.
- eSearch does not warrant the accuracy of the information provided. Such information is provided by the Australian Securities and Investments Commission and other Information providers which are not a party to these terms and conditions.
- eSearch will not be liable whatsoever for any loss or damage(s) incurred through the use of eSearch Information Service.
- Both eSearch and I/We agree to abide by all the applicable regulatory and legislative requirements including all relevant provisions of the Privacy Act 1988 and Trade Practices Act that relate to the provision of eSearch Information Service.
- The agreement to these terms and conditions shall apply until either party terminates by written notice. All terms and conditions will apply up to and including the termination date.