

VEDA ADVANTAGE INFORMATION SERVICES AND SOLUTIONS TERMS OF SUPPLY

1. INTRODUCTION

- 1.1 This agreement applies when we, Veda Advantage Information Services and Solutions Limited [ABN: 26 000 602 862] supply any of our standard information services (our "information services") to you, our customer. Additional terms may apply to some of the services we supply – we will tell you if additional terms apply to any service you use.
- 1.2 Our information services include our consumer and commercial credit reporting services; our verification, scoring and consulting services; and our ABR services.
- 1.3 In this agreement, the Privacy Act 1988 (Cth) is referred to as "the Privacy Act" and includes Instruments made under the Act.

2. SUPPLY OF OUR INFORMATION SERVICES

- 2.1 We will supply our information services to you after we accept your request for the particular services.
- 2.2 Where we supply our information services to you online, the services are supplied over communication links and other networks, and the availability of the services rely on the availability of those links and networks. While we will do our best to make sure the online information services are available, we are not responsible if the links or networks are unavailable at any time, and we do not guarantee that services supplied online will be continuously available.
- 2.3 If we have given you a timetable or time estimate for providing our information services, we will use reasonable endeavours to meet that timetable or time estimate. We will let you know if we rely on you to do anything in order for us to meet the timetable or time estimate and you agree to co-operate with us.
- 2.4 You agree to comply with this agreement and follow any procedures and other instructions we provide when you use our information services, for example our Default Information Guide. If we change any of our procedures or instructions, or if we introduce new ones and we think those changes will affect you, we will let you know in reasonable time taking into account the nature of those changes.
- 2.5 To access our services by direct link you will need to ensure that your system complies with our most up-to-date version of our system specifications to allow direct linking. You are responsible for any system changes you need to make and agree to make those changes within 6 months of us notifying you of a new version.
- 2.6 You agree to provide us with one contact person within your organisation or one contact for each branch of your organisation (and to notify us if they leave). That person will be responsible for liaising with us about the requirements of this agreement.
- 2.7 You agree to keep any user name, password or other identifiers we give you to use our information services confidential and secure and to manage your users' access to our services. You agree that any identifiers we give you will not be transferred between users or disclosed to any third party and you will tell us if they are no longer required. You are responsible for all use of those identifiers. If we ask you to, you agree to stop using those identifiers or use any replacement identifiers we give you.

3. YOUR USE OF OUR INFORMATION SERVICES

- 3.1 You can only use the reports and information we supply you for your own internal business use and for the purpose that we supply them for. You agree that you will not re-sell, re-package or otherwise re-use our information in any other way.
- 3.2 If we deliver reports electronically, you can save them onto your system, or print them for your file. If you access our services by direct link and we deliver information to you by a stream of data you can copy the information onto your system and reprocess it, for example as part of your credit approval process. You agree that you will not reproduce, modify or adapt our reports and information in any other way.
- 3.3 We have copyright in the compilation of the information we use to supply our information services to you, and in the reports we supply to you when you use our information services.
- 3.4 We have developed information technology, software and documentation that we may use to provide the services to you, and we have copyright and other rights in those items. You agree that you will not copy them, modify them, adapt them, reverse engineer them or infect them with viruses.

4. INFORMATION WE COLLECT FROM YOU

Note: This section only applies to you if you are a credit provider or a debt collector in return for using our Veda consumer and commercial credit reporting services.

- 4.1 You must give us all "default information", which is all the information we require about:
 - a. overdue amounts which are overdue for 60 days or more; and
 - b. acts that reasonably indicate the debtor intends to avoid complying with their credit obligations, where you have made reasonable unsuccessful efforts to contact them
- 4.2 Before you give us the default information you must take steps to recover the amount and to notify the debtor in writing that the default information is to be given to us and that we will supply it to other customers when they use our information services.
- 4.3 You must to update the default information you have given us as soon as practicable and no later than 32 days of any change so that the default information we hold remains accurate, up-to-date and complete and not misleading.
- 4.4 We collect information from you when you request our information services, such as the information you enter in a search enquiry. You acknowledge that the quality of our services and information returned to you relies on the information you provide us in your request for the particular service. You agree to provide any notifications to individuals that are required under the Privacy Act before you request our information services.
- 4.5 Once you give information to us, we can use that information to supply our information services to you and others. Because our information services rely on the information we collect, we do not usually remove any information from our systems. Information is updated where it is proven (to our satisfaction) not to be accurate, up-to-date, complete and not misleading.
- 4.6 You agree to make sure that all the information you give us is accurate, up-to-date and complete.
- 4.7 You agree to promptly co-operate with us and provide us with the information we require if we need to investigate any requests for correction of the information we hold or if we need your help to resolve any complaint about that information.

5. OUR CONSUMER CREDIT REPORTING SERVICES

Note: This section only applies to you if you use our Veda consumer credit reporting services.

- 5.1 If you use our consumer credit reporting services you agree:
 - a. that your use of the services is governed by the Privacy Act and that we can only let you use the service if we believe, on reasonable grounds, we are allowed to under the Privacy Act;
 - b. to tell us the purpose for which you will use the services for (and tell us if that purpose changes) and to only use the services for the purpose that we approve;
 - c. to not knowingly request information from us where the disclosure of the information requested would contravene section 18K or any other section of the Privacy Act.
- 5.2 If we ask you to, you agree to provide access to your systems and documentation so that we can check your compliance with this agreement and in some cases aspects of the Privacy Act.

- 5.3 Nothing that we do as part of this review should be construed as providing legal or compliance advice or any imprimatur in respect of your data management practices or compliance with the Privacy Act. This is and remains your responsibility.

6. OUR CHARGES

- 6.1 You must pay us:
 - a. any annual fee we charge for any of our information services that you use. We may charge annual fees in advance. Our annual fees are not refundable;
 - b. our current charges for any information service you use on the basis we set out in our invoice. We will tell you our current charges and fees before you use a information service, for example in our price list or proposal;
 - c. GST on our fees and charges.
 We will send you invoices for all our fees and charges.
- 6.2 We may change our fees and charges from time to time. We will tell you when the new fees and charges apply from.
- 6.3 If you do not pay us by the due date for payment, we may:
 - a. require you to pay the whole of the amounts outstanding by you to us, which immediately become due and payable;
 - b. require you to pay a late payment fee of 1.5% of the amount outstanding at the due date;
 - c. charge interest on the amount overdue at 2% per month from the due date for payment until the date on which the debt is paid;
 - d. require you to pay us any costs for agents incurred in recovering money you owe us, including commissions and legal costs on a solicitor-client basis;
 - e. list information about the default with any credit reporting agency.
- 6.4 You agree to keep confidential the terms of supply including our fees, charges and pricing arrangements with you under this and any other agreement between us.

7. TERM, TERMINATION AND SUSPENSION

- 7.1 This agreement continues until either of us terminates it by giving 30 days written notice to the other.
- 7.2 If this agreement is terminated, clauses 3, 6.3, 7, 8, and 9 survive termination.
- 7.3 We may withhold or suspend your use of any of our information services immediately if you do not pay our fees and charges for any service or if we believe you are not complying with any of your other obligations under this agreement or any other agreement you have with us or your legal obligations in respect of the information that we supply you.

8. COMPENSATION AND LIABILITY

- 8.1 When we provide the information services to you, we rely on information provided to us by others. While we always aim to provide quality information to you, you understand that we do not independently check all information supplied to us, or the compilation of information by our systems, and that information may become out of date.
- 8.2 You understand that you are responsible for assessing the value of the information we provide you, and for the business decisions that you make, regardless of whether you base them on the information we supply.
- 8.3 To the extent we are able to at law, we exclude all express or implied representations, conditions, warranties and terms relating to the information services or the agreement except those set out in this agreement.
- 8.4 We are not liable to you or to anyone else for any loss or damage (including without limitation loss of profit, revenue or business, indirect, consequential, special or incidental loss or damage) however liability arises or might arise if it were not for this clause. This exclusion does not apply to anything the law prohibits us excluding liability for.
- 8.5 To the extent we are unable to exclude liability, our total liability for loss or damage you suffer or incur is limited to us re-supplying the services to you, or, at our option, us refunding to you the amount you have paid us for the information service to which your claim relates.
- 8.6 You indemnify us for any loss we suffer or liability we incur because:
 - a. any information you give us is not accurate, up-to-date or complete or is otherwise misleading;
 - b. you have not updated default information you have given us so that the default information we hold at any given time is not accurate, up-to-date, or complete or is otherwise misleading;
 - c. your breach of this agreement or any other misuse of the information services or the information we supply you.
- 8.7 In this clause 8, references to "we" and "us" include our officers, employees, contractors and agents.

9. GENERAL

- 9.1 You agree to comply with the Privacy Act and all other laws that apply to the information that we provide to you or to your use of our information services (and to maintain documentation to demonstrate your compliance).
- 9.2 We may change this agreement by amending or deleting terms or adding new terms. Changes may take the form of a new agreement. We will always give you at least 14 days notice in writing before we do this.
- 9.3 We may add or withdraw any service and modify or otherwise change any service without notice to you as set out in section 9.7.
- 9.4 Neither of us is liable for a failure or delay in performing an obligation under this agreement to the extent the failure or delay is because of an event beyond our reasonable control. If either of us is affected in this way, each of us will use our reasonable endeavours to minimise delays or interruptions.
- 9.5 Where we have used the word "includes" or "including" or "for example", these words do not have a limiting effect.
- 9.6 Where we have referred to any legislation or a provision of any legislation, it includes that legislation or provision as from time to time re-enacted or otherwise amended.
- 9.7 We will send bills and notices to either the last postal address, fax number or email address you have given to us. You must tell us if you change any contact details.
- 9.8 You agree you will not transfer your rights or obligations under this agreement to any other person without first getting our written consent. We will not unreasonably withhold our consent.
- 9.9 No delay or failure to exercise a right under this agreement prevents the exercise of that or any other right on that or any other occasion.
- 9.10 If any term of this agreement is unlawful and unenforceable, it will be severed from this agreement and the rest of this agreement remains in force.
- 9.11 This agreement supersedes any other agreement you have with us for our information services unless we agree otherwise in writing.
- 9.12 This agreement is governed by the laws of New South Wales and both parties submit to the non-exclusive jurisdiction of the courts of that state.