

TERMS OF USE

The "iFactFind" online software platform (the "Platform Website"), and the iFactFind general website located at <https://ifactfind.com.au> (the "Website") (the Website and Platform Website together, the "Platform"), is controlled and operated by PULSS Pty Ltd T/A iFactFind.

IMPORTANT

The terms and conditions set out below ("Terms of Use") apply to use of the Platform by Users (that being any person who accesses or uses the Platform) and Organisations (that being, groups who pay a subscription fee to access and use additional functionality of the Platform).

Please read these Terms of Use carefully before using the Platform.

The Platform is available for Users to use conditional on their acceptance of these Terms of Use. By accessing or using the Platform, Users agree to be legally bound by these Terms of Use, just as if Users had signed an agreement with iFactFind.

iFactFind reserves the right to amend these Terms of Use at any time. Notice of any amendments will be displayed on the Website. The continued use of the Platform by a User following such amendments to these Terms of Use shall constitute acceptance that User of those amendments. Users should familiarise themselves with these Terms of Use and check for updates regularly. If a User does not agree to these Terms of Use, that User should stop accessing or using the Platform immediately.

PLEASE CAREFULLY NOTE BEFORE READING:

- The ability of Users to hold iFactFind responsible for any loss or damage caused by accessing or using the Platform is significantly restricted (see clause 14).
- The liability of iFactFind for any loss or damage caused by accessing or using the Platform is significantly restricted (see clause 14).
- Users' use of the Platform is on an "as is" basis and is entirely at their own risk. iFactFind is not responsible for loss and damage in the event that the Platform is inaccessible, or its security is compromised in any way.
- Users who input or upload Content to the Platform provide iFactFind with a licence to use that Content (see clause 13).
- Users are solely responsible for compliance with all laws and applicable or relevant regulations, industry and professional codes of conduct or other relevant laws when using the Platform (see clause 11).
- Users should not input Personal Information of any Third Party into the Platform unless that Third Party first consents to iFactFind collecting, handling and using their Personal Information in accordance with its Privacy Policy.

A. DEFINITIONS

Where a definition is used for the first time in these Terms of Use, it will appear in Bold Capitalised Text.

"Content" means all content on the Platform including without limitation text, photographs, logos, names, designs, information, Personal Information, financial information, data, drawings, links, video recordings and audio recordings.

"Financial Services Business" means a business which provides financial-related services, including without limitation dealing in a financial product or service, providing financial product or service advice, or making a market for a financial product or service, and also includes related businesses.

"Invited User" means a User who has been invited to create a User Account by an Organisation.

"Insolvent" means an externally administered body corporate, or an insolvent body corporate under administration, within the meaning of the Corporations Act 2001 (Cth).

"Intellectual Property" means all intellectual property and quasi-intellectual property rights (past, present and future) conferred by law (whether registered or unregistered) including without limitation business names, trade marks, patents, designs, trade secrets, computer programs, databases, inventions, copyright, circuit layout, moral rights and all proprietary rights and all other intellectual property defined in Article 2 of the Convention establishing the World Intellectual Property Organisation (July 1967).

"Organisation" means a person, business or company, including without limitation a Financial Services Business, who must pay a subscription fee to iFactFind in exchange for the creation of an Organisation Account on the Platform that will allow that person, business or company, and any of their Representatives, to visit, view, browse, access or otherwise use and interact with the Platform at no further cost.

"Organisation Account" has the meaning provided in clause 5.1.

"Personal Information" has the same meaning as in the Privacy Policy.

"Platform Services" means the services listed in clause 2 and any subsidiary services provided by iFactFind via or in relation to the Platform.

"Privacy Act" means the Privacy Act 1988 (Cth) as amended by the Privacy Amendment Act 2000 (Cth) and the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth).

"Privacy Policy" means the privacy policy for the Platform as amended or updated from time to time, a copy of which can be found on the following webpage: <https://iFactFind.com.au/privacy-policy.html>

"Representatives" means any employees, contractors, agents, affiliates, clients or other authorised representatives of an Organisation.

"Third Party" means an individual who is identified or identifiable by Third Party Personal Information.

"Third Party Personal Information" means Personal Information supplied by a User that relates to another individual who is not that User.

"User" is a person who visits, views, browses, accesses or otherwise uses and interacts with the Platform.

"User Account" has the meaning provided in clause 4.1 of these Terms of Use.

"User Content" means any Content shared via, or submitted or uploaded to, the Platform by a User of the Platform with a User Account.

B. TERMS OF USE

1. Application of Terms of Use

1.1 These Terms of Use apply to all Users of the Platform. By visiting, viewing, browsing, accessing or otherwise using the Platform, Users accept and agree to comply with these Terms of Use.

2. Description of Platform

2.1 The Platform provides the means for Users operating or representing a Financial Services Business to do the following:

- Store various data relating to the management of a Financial Services Business, such as practice revenue;
- Store various data relating to clients of a Financial Services Business, such as electronic files relating to a specific client and revenue data generated from a specific client;
- Efficiently manage the workflow, revenue and client relationships of a Financial Services Business;
- Assist a Financial Services Business to share data stored on the Platform to their clients and industry professionals in a secure online environment; and

- Access additional business management, administration, record keeping and related functions, as provided by the Platform.
- 2.2 The Platform also provides a means for Users that are customers or clients of a Financial Services Business to access data stored on the Platform that is specifically shared with them by a Financial Services Business.
- 2.3 2.3 iFactFind reserves the right to introduce additional functions and services on the Platform and to alter existing functions or services on the Platform at any time without notice to Users.

3. Licence to use Platform

- 3.1 Subject to the terms of this Agreement, iFactFind agrees to grant Users a limited, personal, non-exclusive, non-transferable, conditional and revocable licence to view, access and use the Platform.

4. User Account

- 4.1 In order to access any functionality of the Platform, Users must register a user account on the Platform ("User Account"). A User of the Platform without a User Account will have limited ability to browse the Platform but will not be able to access or use the functionality of the Platform.
- 4.2 When a User registers a User Account, they must provide some or all of the following details:
- Name;
 - Professional or residential address;
 - E-mail address;
 - Telephone number;
 - Individual Authorise Representative Number – IAR (If Applicable);
 - Corporate Authorised representative Number - CAR (If Applicable);
 - Australian Financial Services Licence Number
 - Trading Name (If Applicable);
 - Financial Information;
 - User Type;

- 4.3 Where a User registers a User Account, subject to the terms of this Agreement, iFactFind agrees to grant that User a limited, personal, non-exclusive, non-transferable, conditional and revocable licence to view, access and use additional features of the Platform as a User via their User Account.
- 4.4 Users will be required to create a unique password to obtain access to their User Account ("Password"). Users are responsible for maintaining the confidentiality of their Password and undertake not to allow the security of their User Account to be compromised through misuse of their Password. Users must immediately notify iFactFind of any suspected misuse of their Password.
- 4.5 Users agree that iFactFind may send e-mails to their nominated e-mail address for their User Account for the purpose of receiving any notifications from and regarding the Platform.
- 4.6 iFactFind maintains the right in its sole unfettered discretion to refuse to register a User Account or terminate or suspend a User Account.
- 4.7 Users agree to not transfer any User Account to any other person, or allow access to their User Account by another person unless expressly authorised by PULSS or these Terms of Use.
- 4.8 Users will have differing rights and permissions to access and use the functionality of the Platform via their User Accounts ("Permissions"). iFactFind may add to and modify the Permissions attached to any User Account from time to time.

5. Organisation Account

- 5.1 To enable an Organisation and their Invited Users to use the Platform, and subject to the Organisation's obligations under clause 7.1 below, iFactFind will create a global account for an Organisation to access the Platform ("Organisation Account"). If a User is the first person setting up the Organisation Account on behalf of an Organisation, they will be provided with the first User Account connected with the Organisation

Account and will be referred to as the "Administrator" for the purpose of these Terms of Use.

- 5.2 The Administrator will have the ability to create User Accounts or request Invited Users to create User Accounts (with Permissions set by the Administrator), with such User Accounts being linked to the Organisation Account on the Platform. There is no limitation to the number of Invited Users that an Administrator can create and link to the Organisation Account, provided always that any Invited Users are the Organisation's Representatives.
- 5.3 The Organisation will be permitted to allow their Representatives to access and use the Organisation Account on their behalf, however the Organisation will agree to remain entirely responsible and liable for all conduct connected with their Organisation Account. For this reason, iFactFind recommends that the Administrator creates a separate User Account for each of an Organisation's Representatives with appropriate Permissions set by the Administrator.
- 5.4 Organisations are required to obtain a subscription for the continued use of, and access to, their Organisation Account on the Platform (each a "Subscription"). The minimum Subscription for an Organisation is a period is 12 months from the date in which their Organisation Account is created ("Minimum Subscription Period"). The terms of payment to iFactFind for obtaining a Subscription are set out in clause 7 below. The Subscription provides an Organisation and any linked User Accounts to their Organisation Account with permission to use and access the Platform in accordance with the terms of these Terms of Use.
- 5.5 Organisations may have the option to request that iFactFind imports their existing client data, generally coming from another customer relationship management (CRM) software or platform, into the Platform and linked to their Organisation Account. iFactFind cannot guarantee that any existing client data will be imported with complete success and accuracy into the Platform due to potential technological restraints in importing data from incompatible CRM software or platforms.

6. Platform Services

- 6.1 As part the provision of the Platform Services, iFactFind produces and delivers various data to Users via the Platform, including without limitation a range of reports and correspondence, generated from User Content which is submitted via the Platform ("Output Data"). iFactFind is not responsible for the accuracy, integrity or reliability of any Output Data produced via the Platform and delivered to Users.
- 6.2 Any Output Data produced and delivered via the Platform is intended for general information purposes only and should not be used as a substitute for financial, legal or other types of professional advice, as may be applicable.
- 6.3 The Platform may also offers a number of "plugins" or "add-ons" where Users can share specific User Content with other software programs, including without limitation Microsoft Outlook, Microsoft Word, Microsoft Excel, and Xplan ("Plugin Software"). iFactFind is not responsible in any way for the integrity, accuracy and reliability of User Content which is shared or populated from the Platform to any Plugin Software, or shared or populated from any Plugin Software to the Platform, or for information provided to any Plugin Software as a result of any interaction with the Platform. Users consent to the Platform interacting with any Plugin Software and to any Plugin Software accessing their User Content.

7. Fees

- 7.1 Organisations are required to pay certain licence fees to iFactFind for obtaining a Subscription as set by iFactFind from time to time ("Fees"). Fees are payable on a monthly or annual upfront basis by Organisations to iFactFind. For further details about Fees for use of the Platform, please contact iFactFind.
- 7.2 Invited Users are not required to pay any fees for use and access to the Platform but will only be permitted to create a User Account that is linked to an Organisation Account if invited or granted permission by an

Administrator of an Organisation Account (or other User with requisite Permissions provided within an Organisation Account).

- 7.3 Organisations are required to pay certain additional fees to iFactFind if they utilise any Optional Services ("Optional Fees"). Optional Fees can be payable on a monthly or annual upfront basis by Organisations to iFactFind. For further details about Optional Fees, please contact iFactFind.
- 7.4 iFactFind reserves the right to increase the Fees and Optional Fees at any time. In that event, iFactFind will provide Organisations with reasonable notice as to any increases.

8. E-Commerce and Payment

- 8.1 In relation to any Fees owing, iFactFind will issue and send a tax invoice to Organisations via the nominated e-mail address linked to their Organisation Account. Organisations must pay all invoices issued to them within 7 days from the invoice date. iFactFind reserves the right to suspend access to the Organisation Account of an Organisation (including all linked User Accounts of Invited Users) without notice until all outstanding invoices are paid. It is the responsibility of Organisations to keep the e-mail account linked to their Organisation Account updated, to ensure all relevant invoices are received.
- 8.2 Fees may be paid by electronic funds transfer or direct debit., and credit card payment may be permitted in the future.
- 8.3 If the Platform allows for payment of Fees by credit card, the following applies:
- Where a User wishes to pay for any Fees by credit card, that User will be asked to provide true and accurate billing information (including where relevant, the name of the credit card holder, billing address, date of expiry and CVC code) and also be required to provide a form of verification to establish that they are the genuine credit card holder, or otherwise have the authority to use that credit card.

- It is the responsibility of all Users to keep their User Account and credit card details secure when using the Platform. If a User suspects that an unauthorised person has accessed their User Account, they should notify iFactFind and their card issuer immediately.
- A Subscriber's card issuer agreement will govern the use of their designated credit card with the Platform and will determine their rights and liabilities as a card holder.

9. Privacy

- 9.1 When operating the Platform, iFactFind shall collect, handle and use Personal Information belonging to Users and Third Parties in accordance with its Privacy Policy <https://ifactfind.com.au/privacy-policy.php>. Users agree that these Terms of Use also include the Privacy Policy, which is incorporated into these Terms of Use by reference.
- 9.2 Users must not input Third Party Personal Information into the Platform as User Content unless the relevant Third Party first consents to iFactFind collecting, handling and using their Third Party Personal Information in accordance with its Privacy Policy.
- 9.3 Users must also comply with the Privacy Act when collecting, handling and using Personal Information in connection with the Platform and should also maintain and comply with their own privacy policy when dealing with Personal Information in relation to the Platform.

10. Access to Platform

- 10.1 If access to the Platform is unavailable for a User due to a system malfunction caused by iFactFind ("System Malfunction"), iFactFind will use all reasonable endeavours to rectify that System Malfunction within 2 business days of being notified in writing of the System Malfunction by the affected User.
- 10.2 If a User is unable to access the Platform due to a System Malfunction for more than 2 business days, iFactFind will use all reasonable endeavours to:

- Assist the User to access any required User Content connected to their User Account through other reasonable means; and
 - Rectify the System Malfunction as soon as possible to minimise any further disruption to the User.
- 10.3 Notwithstanding clauses 10.1 and 10.2, to the extent permitted by law, iFactFind is not responsible in any way for the inability of a User to access the Platform and their User Account for any reason, and iFactFind disclaims its liability as per the terms of clause 14.
- 10.4 iFactFind reserves the right to perform urgent maintenance of the Platform without notice to Users.

11. Users' Obligations

- 11.1 Users' access to, and use of, the Platform is subject to applicable conditions specified in these Terms of Use, including without limitation those specified in this clause 11.
- 11.2 Users warrant to iFactFind that they shall not Use the Platform for any purpose that is illegal, unlawful or prohibited by these Terms of Use:
- Interfere or attempt to interfere with, or obtain or attempt to obtain unauthorised access to, the Platform or any Content through hacking, use of automated devices, scripts or bots, or other illegitimate means;
 - Scrape or otherwise obtain any data from the Platform for any purpose or use any Content to spam third parties;
 - Interfere or attempt to interfere with the proper working of the Platform, or with any other person's use of the Platform, including by transmission of viruses, malware or any code or other conduct of a disruptive or destructive nature;
 - Impersonate any person or entity, solicit money from other Users or engage in any fraudulent activities via the Platform, either directly or via third-party software;
 - Contribute or distribute any User Content via the Platform that infringes legislation or regulations of any applicable jurisdiction (including without limitation the jurisdiction in which a User is using the Platform). Users agree that any legal consequences arising from a claim or action

for infringement of any such legislation or regulation are their sole responsibility and they are wholly liable.

- 11.3 Users warrant that their User Content does not contain any:
- Obscene, blasphemous, hateful, violent, bullying, discriminatory or threatening language, or content that creates a risk of personal injury or property damage or makes any threat to people or public safety;
 - Illegal, false, fraudulent, misleading or deceptive conduct, including but not limited to blackmail, extortion, financial or personal scams and attempts to impersonate others;
 - Content that infringes the personal or proprietary rights of others, including but not limited to intellectual property rights and rights to privacy; or
 - Spam, publicity or promotion of commercial activities or commercial content not specifically authorised by us with our prior written consent.
- 11.4 Users must comply, and are solely responsible for complying, with all laws and regulations applicable or relevant to the use of the Platform (“Laws”). Users must also comply with all applicable or relevant regulations, industry and professional codes of conduct and other relevant laws when using the Platform (“Industry Regulations”), including any applicable Industry Regulations for Financial Services Businesses and related industries. iFactFind does not guarantee to any User that their proposed or actual use of the Platform complies with Laws and Industry Regulations that may apply to that User’s activities.
- 11.5 Users are solely responsible for their conduct in the course of using the Platform. Users will not infringe the rights of any other person or act in a way that constitutes a breach of any agreement they may have with any person by contributing User Content to the Platform.
- 11.6 Users are solely responsible for uploading and distribution of all User Content. iFactFind takes no responsibility whatsoever for any User Content as set out in clause 14.2.
- 11.7 Users warrant to iFactFind that they have the full capacity to agree to be legally bound by these Terms of Use and to provide the warranties

regarding User Content set out in this clause 11 and elsewhere in these Terms of Use.

12. Security

- 12.1 iFactFind stores all Content on the Platform on servers located in Australia with a high level of security access. iFactFind also periodically creates back-up copies of all Content to be stored in an alternative location in Australia to the Platform's main servers. It is the responsibility of Users to determine whether the storage methods for Content used by iFactFind comply with all applicable Laws and Industry Regulations. For further information about how iFactFind stores all Content on the Platform, please contact iFactFind via team@ifactfind.com.au.
- 12.2 iFactFind will endeavour to notify Users in writing if there is any change to the way in which Content is hosted, backed-up, stored, secured or encrypted.
- 12.3 iFactFind will notify Users of any breach relating to the security of their User Content hosted on the Platform, the extent of the breach, and the actions being taken by iFactFind to resolve the breach and mitigate any future security breach. While iFactFind will use reasonable endeavours to ensure the security of User Content, to the extent permitted by law, iFactFind will not be responsible in any way for a breach in security of User Content.
- 12.4 Notwithstanding clauses 12.1 – 12.3, the provision of access to, and use of, the Platform by Users is on an "as is" basis and entirely at their own risk. iFactFind is not responsible in any way to Users in the event that the security of Content on the Platform is compromised in any way, and iFactFind disclaims its liability in this regard as per clause 14.

13. Intellectual Property

- 13.1 The Intellectual Property subsisting in any aspect of the Platform including without limitation text, graphics, artwork, logos, software, trade marks, designs, copyright, compilations, algorithms, video

recordings and audio recordings, as well as the structure, layout, user interface and "look and feel" of the Platform, Output Data, but excluding User Content ("Platform IP"), is exclusively owned and controlled by iFactFind and/or its third party affiliates, licensors and/or licensees, and is protected by Australian and international law governing intellectual property rights. The Platform IP remains iFactFind's exclusive property throughout the world in perpetuity.

- 13.2 13.2 Users are not permitted to save, download, reproduce, display, copy, alter, conceal, adapt, perform, transmit, broadcast, sell, license or otherwise exploit any Platform IP unless it is Output Data (in which Users have the rights set out in clause 13.5) or unless they have express prior written authorisation from iFactFind. Any unauthorised use of Platform IP by Users is strictly prohibited.
- 13.3 13.3 Subject to the rights granted to iFactFind under clause 13.4, Users will retain exclusive ownership and control of any Intellectual Property subsisting in any User Content which they share via, or submit or upload to, the Platform.
- 13.4 13.4 Notwithstanding clause 13.3, Users hereby grant to iFactFind a perpetual, non-exclusive, fully paid, royalty-free, transferable, sub-licensable, non-revocable, worldwide licence to reproduce, exploit or otherwise use, copy, reproduce, process, adapt, modify, publish, transmit, exploit, display and distribute any User Content which they share via, or submit or upload to, the Platform in any and all media at iFactFind's sole discretion. Notwithstanding the foregoing, iFactFind confirms that it will handle all User Content containing Personal Information in accordance with the Privacy Policy.
- 13.5 13.5 iFactFind hereby grants to Users (with the requisite Permissions to access any Output Data generated by the Platform) a non-exclusive, fully paid, royalty-free, revocable, sub-licensable, worldwide licence to reproduce, exploit or otherwise use, copy, reproduce, process, adapt, modify, publish, transmit, exploit, display and distribute any accessible Output Data (a "Licence"). iFactFind grants the Licence to Users on the

condition that Users will comply in full with all relevant and applicable terms of these Terms of Use, including without limitation clause 11.4, clause 13.1, clause 14.1 and clause 15.1.

14. Disclaimers & Limitation of Liability

14.1 Except for liability in relation to breach of any implied condition, warranty or guarantee, including under the Competition and Consumer Act 2010 (Cth) or the exclusion of which from a contract would contravene any statute or cause any part of these Terms of Use to be void ("Non Excludable Conditions"), to the extent permitted by law, iFactFind, its officers, directors, shareholders, successors in interest, employees, agents, subsidiaries and affiliates disclaim all liability for all loss or damage (actual, special, direct, indirect and consequential) or every kind relating to a User's use of the Platform, regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute, or any other basis of liability, as well as all warranties, guarantees, representations or specific promises as to the functionality, reliability or availability of the Platform, including warranty of fitness for purpose. iFactFind takes no responsibility for any error, interruption or defect resulting from technical fault or otherwise, and Users acknowledge and agree that their use of the platform is on an "as-is" basis to the extent permitted by law. To the extent permitted by law, iFactFind's liability for breach of any Non-Excludable Condition is restricted, at iFactFind's option, to the re-supply or paying for the cost of re-supplying access to the Platform.

14.2 iFactFind is not responsible for User Content or other material that is created, or otherwise appears via the Platform. iFactFind does not endorse, support, represent or guarantee the accuracy, completeness or reliability of User Content appearing on the Platform and takes no responsibility for User Content submitted via the Platform, but maintains the right (without providing any notice to the User Account that uploaded the User Content or any other User Account) to remove, block,

edit or monitor any User Content at iFactFind's sole discretion, whether publicly viewable or otherwise.

- 14.3 The Platform may from time-to-time integrate with or host hyperlinks to third-party web services or host third-party information or content on the Platform. All third-party content is the responsibility of its author, and iFactFind does not endorse or represent the views or opinions contained therein. iFactFind is not responsible for any material contained on third-party web services, including without limitation as a result of Users accessing the Plugin Software, and any dealings between Users and third parties are Users' sole responsibility.
- 14.4 Subject to the application of any Non Excludable Conditions, Users hereby release iFactFind from all claims and iFactFind is not responsible nor liable for any injury, illness, direct or indirect damage, loss (financial, reputational or otherwise) or consequential, exemplary or aggravated damages arising from any of the following matters ("Platform Matters"):
- The use of, or inability to use, the Platform by Users;
 - The use of, or inability to use, the Platform by Users;
 - Any failure by iFactFind or other third parties to provide any information, service, feature or functionality via the Platform;
 - Any unauthorised submission of information to the Platform;
 - Statements or conduct of any third party using the Platform;
 - Use of third-party services or Plugin Software in conjunction with the Platform by Users;
 - Any communication or interaction between Users via the Platform, whether online or offline;
 - Any User Content that is created, or otherwise appears, via the Platform; and
 - Where a User fails to comply with any Law, Industry Regulation or the Privacy Act when dealing with Personal Information in connection with the Platform.
- 14.5 Users hereby acknowledge and confirm that they are on notice of iFactFind's disclaimer of warranties and limitation of liability set forth in this clause 14 or elsewhere in these Terms of Use ("Disclaimers &

Limitations") and expressly agree to these Disclaimers and Limitations as a condition of using the Platform.

- 14.6 In the event any part of the Disclaimers & Limitations is not enforceable for any reason, then iFactFind's maximum aggregate liability arising from or relating to any claim (or series of related claims) by a User, howsoever arising (whether based in negligence or any other tort, contract, statutory liability or otherwise, and including from or relating to the provision by iFactFind of the Platform or any associated services, or the conduct of any Users) shall not exceed the price paid for Fees by that User to iFactFind to use the Platform in the past 12 months.

15. Indemnities

- 15.1 As a further condition of using the Platform, Users must indemnify iFactFind against all direct, quantifiable and reasonable loss and/or damage suffered by iFactFind (whether based in negligence or any other tort, contract, statutory liability or otherwise) as a direct result of Users breaching a term of these Terms of Use.

16. Termination & Retention of Data

- 16.1 Organisations are permitted to terminate these Terms of Use and request their Organisation Account, and the User Accounts of any Invited Users, to be deleted from the Platform at any time following the Minimum Subscription Period, provided that the Organisation has provided iFactFind with 90 days written notice ("Voluntary Notice Period"). We may otherwise agree that an Organisation Account is deleted sooner by mutual agreement with the relevant Organisation.
- 16.2 If an Organisation wishes to terminate these Terms of Use prior to the expiration of the Minimum Subscription Period, they are permitted to do so by providing the Voluntary Notice Period, however all Fees applicable to the use and access of the Platform during the Minimum Subscription Period will remain payable to iFactFind unless otherwise agreed.

- 16.3 These Terms of Use and an Organisation Account will be terminated on the date where either of the following occurs ("Termination Date"):
- The expiration of the Voluntary Notice Period after the Minimum Subscription Period has passed;
 - The expiration of the Voluntary Notice Period prior to the Minimum Subscription Period passing, subject to all Fees applicable to the use and access of the Platform during the Minimum Subscription Period having been paid by the relevant Organisation; or
 - The date for termination otherwise agreed by iFactFind and the relevant Organisation.
- 16.4 In the event that an Organisation Account is terminated:
- The Organisation is responsible for extracting all required data from the Platform prior to the Termination Date;
 - iFactFind will, upon payment of a specified administrative fee, export and provide the Administrator of the Organisation with a copy of all User Content connected with their Organisation Account; and
 - Subject to clause 16.5, iFactFind will, within 90 days of the Termination Date, delete all User Content connected with the relevant Organisation Account from iFactFind's servers and provide confirmation of destruction to the owner Organisation.
- 16.5 iFactFind is unable to delete encrypted back-ups of User Content from a specific Organisation Account (if such back-ups exist) which is commingled with the User Content of other Organisation Accounts. If there are encrypted back-ups for an Organisation Account which are to be deleted, iFactFind will continue its usual procedure for creating encrypted back-ups such that the User Content for the specific Organisation Account in any existing encrypted back-ups is superseded and/or deleted, and iFactFind will also undertake not to extract User Content from any encrypted back-ups.
- 16.6 iFactFind may immediately terminate these Terms of Use and delete an Organisation Account and the User Accounts of any Invited Users where the relevant Organisation becomes Insolvent.

- 16.7 iFactFind may terminate a User's access to the Platform provided to them at any time, at iFactFind's sole discretion, without notice to that User, if iFactFind has reasonable grounds to believe that that User has failed to comply with these Terms of Use.
- 16.8 Invited Users may terminate these Terms of Use by ceasing to use the Platform and requesting their User Account to be deleted in writing to the Administrator of their linked Organisation Account, or to iFactFind. Upon ceasing use of the Platform and deletion of the relevant User Accounts, Invited Users agree that they will cease to have access to all User Content uploaded by them to the Platform and that iFactFind shall be under no obligation to store their User Content and to provide them with future access to such User Content.
- 16.9 Notwithstanding clauses 16.1 – 16.8, any Personal Information (as defined in the Privacy Policy) or non-personal statistical information collected under these Terms of Use and the Privacy Policy may continue to be stored, used or disclosed within the scope of the purposes described in the Privacy Policy.

17. Jurisdiction & Choice of Law

- 17.1 These Terms of Use are governed by and construed in accordance with the laws of the State of Victoria, Australia without giving effect to any conflict of laws principle applicable in other jurisdictions. Any claim, cause of action or dispute arising out of these Terms of Use or relating to the use of the Platform will be resolved exclusively in the Supreme Court of Victoria, Australia, or applicable lower court, and Users agree to submit to the personal jurisdiction of such courts for the purpose of litigating such claims.

18. Miscellaneous

- 18.1 If iFactFind is involved in a sale, merger or other restructuring, it may need to assign its position under these Terms of Use to a third party, which it will have the right to do so at its sole discretion. iFactFind will

also have the right to assign its position under these Terms of Use in other circumstances with the written consent of Users. Users may assign their position under these Terms of Use to a third party with iFactFind's prior written consent.

- 18.2 The rights and obligations under these Terms of Use, which by their nature would reasonably continue beyond the expiration of termination of this Agreement, will survive the expiration of termination of these Terms of Use. Without limiting the generality of the foregoing, clauses 7, 9, 11, 13, 14, 15 and 17 will survive the termination of these Terms of Use.
- 18.3 In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of these Terms of Use and these Terms of Use shall be construed as if such provisions had never been contained herein.
- 18.4 The fact that a party fails to do, or delays in doing, something the party is entitled or obligated to do under these Terms of Use, does not amount to a waiver of any obligation of, or breach of obligation by, any other party.
- 18.5 Users agree that no agency, joint venture, employee-employer, partnership or other similar relationship is created between them and iFactFind by virtue of these Terms of Use.

Further information

If you have any questions in relation to Terms of Use, you can contact us in the following ways:

Email: team@ifactfind.com.au

Phone: 1300 0 PULSS (1300 0 78577)

Postal Address: PO Box 560, Carlton North, Victoria Australia 3054