

SiIP, CREDIIBLE & INSIGHT TERMS OF USE

Accessii Group Pty Ltd - Terms of Use for the Online Platforms SiIP, Credible and Insight ("the Platforms")

1. Introduction

The Platforms are owned and operated by Accessii Group Pty Ltd ("Accessii" or "us" or "we"). The Platforms are applications designed for various online activities including, but not limited to, the lodgement, control and management of Online Credit Applications including trade credit applications, the lodgement of transactions including registration, modification and discharge of Security Interests on the Australian Personal Property Securities Register (PPSR) and the visualisation, control and management of debtors for a business.

This document will form an agreement between you and Accessii when you check the tick box that states: "I have read and agree to the terms and conditions of use of the platform or platforms". By checking the tick box, you warrant in your personal capacity that you currently have the authority to create a contractually binding relationship between you (or the business you represent) and Accessii for the duration of the Terms. You must not use the Platforms if you do not agree to any part of the terms and conditions of use.

2. Conditions of Use

Accessii grants you a limited and revocable license to view and use the Platform/s, and to register an Account, in accordance with these Terms. At its discretion, Accessii may immediately revoke the licence to use the Platform/s if you breach any provision of these Terms. Accessii may immediately revoke your licence to use the Platform/s if you:

- use the Platform/s for any unlawful or fraudulent purpose, including wilful lodgement or attempted lodgement of false or fraudulent Transactions via the Platform/s;
- 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 unauthorised use of another user's Account, hacking or reverse engineering.

Users processing transactions to Credible where a Credit Reference Report or Score is purchased agree to be bound by the terms and conditions of that Credit Reference Bureau and agree to settle the cost of those transactions in real time.

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. Again users agree to settle the cost of those transactions in real time.

3. Accounts

In order to access certain parts and functionality of the Platform/s, you must register an Account.

When you 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 or if under the age of 18 years use the Platform/s with the supervision of a parent, legal guardian, or qualified teacher;
- are capable of forming binding contracts; and
- are not breaking any law by accessing and using the Platform/s (by reference to laws in your jurisdiction and Accessii'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;
- ensuring your details, including contact details, are correct and up to date; and
- keeping your username and password secure.

4. Account password retrieval

Accessii is permitted to send password reset emails to you.

SLIP, CREDIBLE & INSIGHT TERMS OF USE

5. User categories

the Platform/s have the following categories of user:

- Standard User
- Administrative User; and
- Affiliate.

Additional terms apply to Affiliate level users.

6. User responsibility

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

- the interpretation of Credit Reference Bureau Reports
- the existence or validity of Credit Applicants
- the Personal Property Securities Act or Register;
- the meaning, interpretation and operation of the PPSA; or
- the commercial efficacy, sufficiency, validity, invalidity, effectiveness, perfection, registration or modification of any Security Interest or any related document or state of affairs.

Any Content provided by Accessii on the Platform/s is for informational purposes only, and is to be used or relied on at your own risk. Accessii makes no warranty or representations as to the accuracy of the Content on the Platform/s. Accessii is not responsible for the nature and content of any Transaction you lodge on the Platform/s. You acknowledge that it is your responsibility to ensure the accuracy and validity of any Transaction lodged on the Platform/s. Accessii strongly recommends obtaining independent professional advice in relation to any proposed Transaction or Security Interest.

7. Transactions

Accessii may decline to put into effect any Transaction submitted by you. If Accessii does so, we will notify you either at the time the Transaction is submitted, or as soon as practicable after that time.

Any automated confirmation receipt issued by Accessii or the Platform/s does not constitute our acceptance of a Transaction. You acknowledge that you may only rely upon Official Notices issued directly by PPSR in relation to any Security Interest or as confirmation of the success of any Transaction.

If Accessii declines a Transaction after a payment for the Transaction has been processed, Accessii will refund the payment in full, less any costs incurred by Accessii in connection with the Transaction (for example, an Official Fee already paid or incurred by us in relation to the Transaction will not be refunded).

If you submit a Transaction based on erroneous information, or where a change by Accessii affects the Transaction or payment, Accessii may, at its absolute discretion, cancel the Transaction and refund any payment made in respect of it.

You acknowledge and agree that once a Transaction has been submitted to the PPSR for processing, the Transaction cannot be reversed or cancelled.

8. Payments

From time to time, Accessii will publish price lists for services provided via the Platform/s. Accessii may amend the price list at any time without prior notice. Revised prices will apply to any Transaction submitted after publication of the revised price list on the Platform/s.

Continuing to use the Platform/s or clicking the button to submit a Transaction will constitute your irrevocable acceptance of and agreement to pay the price agreed. All prices are published on the Platform/s and are shown in Australian dollars and may be exclusive of GST and any Official or Statutory Fee.

You must pay all fees charged on the Platform/s, as required, on demand, in full and without set-off. PPSR transactions may 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. These must also be paid on demand without set off.

Accessii may offer deferred payment options in relation to your use of the Platform/s. Any such offer is subject to approval at our sole discretion and may be subject to such additional Terms and Conditions of Credit which are available on any and all of the Platforms.

Accessii may withdraw, limit or suspend any deferred payment option by notice to you, or without notice if you breach any condition of the deferred payment option. Accessii may withdraw access to the Platform/s until payments are made. In the circumstances that payments remain outstanding for a period in excess of 90 days, Accessii reserves the right to discharge all registrations on PPSR related to the user.



SLIP, CREDIBLE & INSIGHT TERMS OF USE

Any Official PPSR or Credit Reference Agency Fee paid in relation to any Transaction will not be refunded unless:

- Accessii receives a refund of the Fee; or
- the payment of the Official Fee was the result of an error or omission caused by Accessii or the operation of the Platform/s and all information supplied by you in relation to the Transaction was complete and accurate.

Unless stated otherwise on the Platform/s, and insofar as permissible under laws, there are no refunds.

9. Commissions paid to Affiliates

Where you have been referred to Accessii by an Affiliate, you acknowledge that the Accessii may pay a commission to the Affiliate in relation to Transactions lodged by you on the Platform/s.

10. User Content

In respect of User Content, you warrant that it is not:

- uploaded in breach of the Intellectual Property Rights of any third party;
- uploaded in breach of any law under the *Privacy Act 1988* (Cth);
- affected by any computer virus or malicious code;
- connected with "spam" or the process of "spamming"; or
- in breach of any other clause of the Terms;

11. Accessii not responsible for User Content

Accessii makes no warranties as to the accuracy of any User Content, and will accept no liability for errors or omissions in general.

12. Licence of User Content and Accessii powers

By posting or uploading User Content, you grant a non-exclusive irrevocable licence to Accessii to deal with the User Content:

- where the User Content is medical or personal information – in accordance with our Privacy Policy; or
- in any other case – for any purpose.

Accessii reserves the right, at its absolute discretion, to remove, amend, edit or in any other way change any User Content, or to ask you to do so. You agree to comply with any lawful request we may make in relation to User Content.

13. Privacy and Data Retention

Accessii may collect and store Data in accordance with its Privacy Policy. Accessii's Privacy Policy explains:

- how Accessii collects and stores Personal Information; and
- under what conditions Accessii shares such information.

You acknowledge and accept the terms and conditions of the Privacy Policy which is available on any and all of the Platforms.

Accessii reserves the right to share or disclose your Data in order to operate and maintain the Platform/s and comply with any relevant laws.

14. Third Party Websites and Advertising

The Platform/s may contain hyperlinks, images, banners, information and advertising from Third Parties. You consent to receiving this information as part of your use of the Platform/s.

Accessii is not responsible for any information transmitted by Third Parties nor is Accessii responsible for the accuracy of any advertisements.

Your visit to any Third Party website, or decision to accept any Third Party offer, is entirely at your own risk.



SLIP, CREDIBLE & INSIGHT TERMS OF USE

15. Features, Functionality and Access to the Platform/s

Accessii reserves the right to do any of the following, at its absolute discretion, without notice:

- add, modify or remove features or functionality of the Platform/s;
- temporarily suspend access to the Platform/s for the performance of scheduled and unscheduled maintenance, upgrade, error correction or for security reasons;

User agrees and acknowledges that there may be technical or administrative errors in the information on the Platform/s including, but not limited to, errors with respect to product description, pricing and availability.

16. Intellectual Property Rights

All title, ownership rights and Intellectual Property Rights, including copyright, in the Platform/s is owned or used under licence by Accessii.

You may make whatever copies of the Platform/s are necessary for ordinary browsing. Otherwise, without the express written permission of Accessii, you must not:

- replicate all or part of the Platform/s in any way, including for private and domestic use;
- incorporate all or part of the Platform/s in any other webpage, site, application or other digital or non-digital format; or
- reverse engineer, or attempt to reverse engineer, all or any part of the Platform/s.
- copy, alter, use or otherwise deal in Accessii's trade marks or other intellectual property without the prior written consent of Accessii.

17. Complaints about the Platform/s

If you have a complaint in connection with the Platform/s for which you consider that Accessii is liable, you must report it in writing to Accessii within 10 days of the circumstances giving rise to the complaint first occurring. Accessii may or may not, at its sole discretion, investigate your complaint, depending on the nature of the complaint.

If you are not satisfied with Accessii's action in relation to a complaint, you must formally notify Accessii of your complaint with a written notice which includes, or is accompanied by, full and detailed particulars of the complaint.

Within 10 days after such a notice is given, a representative of Accessii will respond to your Complaint Notice in writing.

In accordance with this clause, and to the fullest extent available under the law, you agree not to bring any court or tribunal proceedings against Accessii in respect of any complaint unless you comply with the requirements of this clause (but subject always to any rights you may have under the *Competition and Consumer Act 2010* (Cth) or any equivalent legislation).

18. Exclusion of express warranties

Your use of the Platform/s is at your own risk. Accessii makes no warranties or guarantees, implied or express:

- that the Platform/s will be accessible at all times, uninterrupted or error free;
- that the Platform/s is without bugs or viruses;
- that the Platform/s is immune to unauthorised access or security breach;
- in respect of the retention of, or continued accessibility of, any Data;
- that the Platform/s will be capable of lodgement of any particular intended Transaction; or
- that any Transaction lodged via the Platform/s will be legally valid and enforceable or otherwise constitute an effective Security Interest for the purposes of the PPSA.

Users are responsible for ensuring that they are competent in the use of the Platform/s having familiarised themselves with user guides and other literature published from time to time.

SLIP, CREDIBLE & INSIGHT TERMS OF USE

19. Limitation of liability

19.1 Implied Conditions

Accessii excludes all implied guarantees, conditions and warranties from the Terms and the Platform/s, except any Non Excludable Condition.

19.2 Limitation of Liability

Accessii excludes all other liability to User 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.

19.3 Non Excludable Condition

Where a Non Excludable Condition is deemed to apply, to the fullest extent possible under the law, Accessii limits its liability for any breach to:

- in the case of goods:
 - the re-supply of the goods or payment of the cost of the re-supply of the goods; or
 - the replacement or repair of the goods or payment of the cost of replacement or repair of the goods; and
- in the case of services:
 - the re-supply of the services affected by the breach; or
 - the payment of the cost of such re-supply of the services.

19.4 Limitations and exclusions subject to the law

All limitations and exclusions in the Terms:

- are subject to Non Excludable Conditions to the extent of any inconsistency;
- apply to the fullest extent permissible by the law; and
- apply however the excluded, limited, or indemnified Costs are caused, whether they arise in contract, tort (including by Accessii's negligence), or under statute.

20. Indemnity

20.1 General

You indemnify the Indemnified against all Costs suffered or incurred by the Indemnified, 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:

- your breach of the Terms;
- you or any authorised user's infringement of any third party Intellectual Property Rights while using the Platform/s;
- 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;
- any harm to, claim or action by a third party arising directly or indirectly from your use of the Platform/s;
- any personal injury, death or damage to property arising directly or indirectly out of your conduct;
- any negligent or unlawful act or omission by you in connection with the Platform/s or any Transaction or Security Interest;
- the Accessii's or a third party's reliance on a misleading representation made by you;
- a contract in force between you and a third party connected with the Platform/s or any Transaction or Security Interest;

20.2 Conditions of indemnity

The Indemnities in the Terms are subject to Non Excludable Conditions to the extent of any inconsistency, and apply to the fullest extent permissible by law.

SLIP, CREDIBLE & INSIGHT TERMS OF USE

The Indemnified may make a claim under indemnities in the Terms in relation to a Cost before having incurred the Cost, or before making a payment in relation to the Cost.

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

21. Termination

Accessii may end or alter the agreement if:-

- it loses access to data provided by a specific Credit Reference Bureau
- it loses access to PPSR
- the user breaches its payment obligations
- the customer enters any form of insolvency or arrangement with creditors.

Users may terminate the agreement by giving 3 months written notice.

Where the Terms have been terminated you must immediately cease to use the Platform/s and delete it from your devices.

Termination of the Terms does not affect the parties' rights in respect of periods before the termination of the agreement.

After termination, Accessii will continue to have the right, but not the obligation, to monitor Posted Content on the Platform/s, to determine compliance with the Terms and any other operating rules established by Accessii.

22. Communications

Communications must be in writing.

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 Accessii 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.

23. Amendment

Accessii may make minor changes to assist with fairness and accuracy of the Terms at its sole discretion - by providing you with a period of notice that Accessii determines to be reasonable. Notice of the change to the Terms will be displayed within your Account or otherwise communicated to you by email.

If you choose to unsubscribe from Accessii's mailing list, Accessii will not have the ability to notify you of changes to the Terms, and it will be your responsibility to regularly check the Terms.

By continuing to use the Platform/s after an amendment to the Terms, you agree to be bound by the Terms as amended.

24. Relationship of parties

The relationship between Accessii and you under these Terms does not form a joint venture or partnership.

25. 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 Accessii.

Accessii 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 Accessii requires, you must sign any documents to give effect to an assignment, novation or transfer by Accessii under this clause.

26. 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.

SIP, CREDIBLE & INSIGHT TERMS OF USE

27. General

27.1 Further assurances

The parties agree to do everything required to give full effect to the Terms.

27.2 Entire agreement

The Terms 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 of the Terms.

27.3 Counterparts

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

27.4 Waiver

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

27.5 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.

27.6 Binding on successors

The Terms are binding on each party's successors and permitted assigns.

27.7 Terms expenses

The parties will cover their own expenses in preparing the Terms documents.

28. 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;

SiiP, CREDIIBLE & INSIGHT TERMS OF USE

- 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.

29. Definitions

Account means a user account on the Platform/s.

Affiliate means a third party referrer appointed by Accessii in respect of the Platform/s.

Communication means any written communication including each notice, consent, approval, request and demand under or in connection with the Terms.

Complaint Notice means the notice provided by User to Accessii as described in the clause entitled "Complaints about the Platform/s".

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 all information, graphics, HTML, text, software and materials on the Platform/s.

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

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

Indemnified means Accessii and its directors, employees, contractors and agents.

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.

Non Excludable Condition means any guarantee, condition or warranty (such as the consumer guarantees implied by the *Competition and Consumer Act 2010* (Cth)), which cannot by law be excluded.

Official Fee means any fee charged or payable under the PPSA for the processing of a Transaction.

Official Notice means any official notification, confirmation or statement issued under the PPSA in relation to a Security Interest or a Transaction.

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Platform/s means any of the software platform known as SiiP, Crediible or Insight. A reference to use of the Platform/s also refers to use of the Content.

PPSR means the Australian Personal Property Securities Register.

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

Privacy Policy means the Accessii's privacy policy available at www.accessii.com.au.

Security Interest has the meaning given in the PPSA.

Terms of Use or Terms means the legally binding contract arising between the parties composed of the terms and conditions in this document.

Third Party means third party businesses, people and websites.

Transaction means any transaction created or submitted by you on the Platform/s, including an application for credit received or approved or a transaction for the registration, modification or discharge of a Security Interest or another transaction relating to the PPSA.

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

You and your means the person or entity identified as the user of the Platform/s.

Accessii, we, us and our means the Accessii Group Pty Ltd ACN 628 252 880 incorporating the trading styles Access PPSR, Access Crediible and Access Insight amongst others.