

CCH Q&A Service Powered by IFX Legal

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Access to www.ifx.com.au and the Services will be via a security credential, which could include a username and password, a digital certificate or other secure technology, (“Member ID”).

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All services are prepared by contracted experts who are independent of Information Exchange Corporation Pty. Limited.

All information thereby provided at www.ifx.com.au is designed to aid readers to formulate their own conclusions on Australian regulatory matters.

No Service is to be regarded as a detailed consideration, however information compiled by our contracted experts can be relied upon within the limits of the specific facts submitted by you in writing at www.ifx.com.au, and at a particular point in time..

If you require a detailed review of documents and formal advice, you, and/or your employer should engage and obtain formal independent advice and assistance from professionals in legal and accounting fields suitable to individual circumstances.

Information Exchange Corporation Pty Limited does not provide legal or accounting services to readers or to the public.

You acknowledge that you have not relied on any representation made by IFX which has not been stated expressly in these Terms of Use. IFX may change these Terms of Use and any other information relating to the Services, including prices, at any time and your subsequent use of

your Member ID will be governed by the varied Terms of Use. Without limiting IFX's ability to give notice by any other means, the Customer will be deemed to have:

- received adequate notice of such changes where IFX places a notice on the IFX Online Services website setting out such changes;
- and agreed to such changes the next time they use their Member ID after publication of the relevant notice on the IFX Online Services website.

1. What you must do

We offer you the ability to access information using the Member ID under these Terms of Use, on the strict condition that you only do so for the sole purpose of accessing your own personal information or accessing information on behalf of your employer, as authorised by your employer. In entering into the Terms of Use, you are undertaking to use www.ifx.com.au and the Services in a responsible manner in accordance with these Terms of Use.

If you are an employee of a company or other entity, you must be authorised to enter into these Terms of Use on behalf of your employer (the "Company") and you must use the Member ID only to access information about www.ifx.com.au or the Services which relate to that Company.

You acknowledge that the Member ID is issued to you for the purposes of accessing www.ifx.com.au and for authorising instructions or requests using the Services. Any other use of your Member ID is prohibited. You and your Company (if applicable) are solely responsible for all instructions or requests authorised using your Member ID.

IFX is entitled to rely on your Member ID as conclusive evidence of your identity and authority.

2. Subscriptions and Renewals

IFX will notify subscribers of the expiry date of any and all IFX product subscriptions or membership fees at the & "My Subscriptions" page of the member account at this web site. IFX will issue and transmit or post a renewal notice or invoice within 30 days of the expiry date to the subscriber and will continue to provide publishing and professional services following the expiry date.

All IFX subscriptions and membership fees will be automatically renewed on the expiry date for a further subscription period equivalent to the immediately expired period unless the registered subscriber notifies IFX in writing by email, facsimile or post within 30 days immediately prior to or following the expiry date that the subscription is to terminate ("Termination Notice").

If IFX has not received a Termination Notice within 30 days of the expiry date the subscription or membership shall be deemed by both parties to be renewed for the further period.

You agree that any collateral costs associated with the collection and settlement of overdue accounts may be recoverable by IFX from your nominated representative and/or registered entity.

3. What you must not do

You must not :

- Use www.ifx.com.au or the Services for any activities or post or transmit to or via www.ifx.com.au or the Services any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standards or codes;
- use www.ifx.com.au or the Services in a way or post to or transmit to or via www.ifx.com.au or the Services any material which interferes with other users or defames, harasses, threatens, menaces, offends or restricts any person or which inhibits any other user from using or enjoying www.ifx.com.au or the Services;
- use www.ifx.com.au or the Services to send unsolicited electronic mail messages to anyone;
- make any fraudulent or speculative enquiries, bookings, reservations or requests using www.ifx.com.au or the Services;
- use another's name, username or password without permission;
- post, or transmit via www.ifx.com.au or the Services, any obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings;
- tamper with, hinder the operation of or make unauthorised modifications to www.ifx.com.au or the Services;
- knowingly transmit any virus or other disabling feature to www.ifx.com.au or the Services;
- and
- attempt any of the above acts or permit another person to do any of the above acts.

4. Third Party Content

Many of the products and services offered for sale or advertised and much of the information provided on www.ifx.com.au or the Services are the products, services and information of third parties, including professional advisers and authors.

The third party products, services and information are not provided or endorsed by us and your legal relationship is with the third party supplier.

We have not checked the accuracy or completeness of the information or the suitability or quality of the products and services of the third parties. You must make your own enquiries with the relevant third party supplier direct before relying on the third party information or entering into a transaction in relation to the third party products and services supplied via www.ifx.com.au or the Services.

You should check with the third party supplier whether there are additional charges and terms which may apply.

We may receive fees and/or commissions from third parties for goods and services of such third parties displayed or made available on www.ifx.com.au or the Services or accessible through a hyperlink on www.ifx.com.au or the Services. You acknowledge and consent to us receiving the fees.

5. Prices and products and services are subject to change

All prices displayed and products and services offered to be supplied on www.ifx.com.au are subject to change without notice.

6. Security

For security reasons we may require you to re-authenticate yourself from time to time, for example after a period of inactivity on the connection between your browser and the www.ifx.info or the Services servers. We are not responsible for any information you may lose if the www.ifx.com.au or the Services servers terminate your browser session due to prolonged periods of inactivity between your browser and the www.ifx.com.au or the Services servers.

You must comply with all directions issued by IFX pertaining to use of your Member ID and access to www.ifx.com.au or the Services. You (or your Company) will be responsible for providing the computer, hardware, software and all other equipment necessary to access the Internet and you must not send or disclose your Member ID to any other person or entity or store it in a manner that would reasonably allow another person or entity to obtain access to the Member ID, except as specified in clause 6.3 below. If you choose to use a workplace email address to access the Services, you are responsible for ensuring that such use complies with any rules, policies or protocols which apply to the use of the Internet in your workplace.

You must not keep your Member ID in any form, whether encoded or unencoded, in a location where it is capable of being copied or used by any person or disclose your Member ID to any other person, other than:

- yourself, in the case of a Member who is acting as an individual on behalf of themselves; or
- another single employee of your Company, in the case of a Member who is acting as an authorised representative of a Company, provided that such other employee agrees to be bound by these Terms of Use, and in all cases, you must keep any computer on which the Member ID is stored physically secure and take all necessary precautions (including, without limitation, when downloading and running third party programs off the Internet) to protect any computer from viruses or programs which might make the Member ID on the computer accessible to third parties.

You must immediately notify IFX if you become aware:

- that your Member ID has been compromised or is known to a third party; or
- of any unauthorised use of your Member ID; so we can take steps within IFX' control to deactivate the Member ID and issue you with a new Member ID within a reasonable time of being so notified.

Notice provided by you under this clause does not release you from your responsibilities under this agreement.

IFX does not guarantee:

- the security of the Online Services or any systems (including the Internet and the Customer's hardware and software) used in accessing the Online Services, or any information passed through such systems; or,
- access to the IFX Online Services or any systems used in accessing the IFX Online Services will be continuous or virus or error free.

7. Privacy

You acknowledge that under these Terms of Use, IFX may provide personal information about you as part of the Services which is the subject of privacy laws. As a result, you must not disclose or permit the disclosure of your Member ID to any other person as this may result in your privacy being breached.

You further acknowledge that IFX is entitled to assume that all use of your Member ID is by you, unless and until IFX receives notification from you of a compromise of your Member ID and has a reasonable time to deactivate your Member ID.

IFX will comply with its Privacy Statement located on www.ifx.com.au in dealing with any information associated with your use of the Services. You must not breach or permit a breach of any other person's privacy in using the Services, including without limitation using another person's Member ID.

8. Customer Communications

You acknowledge that where the Services require IFX to email you, the following will apply (and if you use online billing, the provisions set out in section 9 below will also apply):

- IFX will address and send emails to you to the email address provided by you; you are solely responsible for ensuring that your contact details for the Services are current (including email address), your email service is operational and that you check your emails regularly;
- you must notify IFX of any changes to your Services details using the online method provided by IFX as soon as possible;
- if IFX sends an email to your current email address as listed in your Services contact details, you are deemed to have received that email and IFX is not obliged to take any further action to confirm that you have received, opened and/or read the email unless you promptly notify IFX and demonstrate that the email was not delivered to your email address;
- if IFX receives an automated email non-delivery notification indicating you have not received the email that IFX has sent you containing or regarding an order for a Service, IFX will use reasonable endeavours to attempt to contact you using the other contact details that you submitted in your Services contact details, including non-electronic means, but does not guarantee that IFX will be able to contact you. For the avoidance of doubt, IFX will not attempt to contact you via alternate means if IFX receives an automated email non-delivery advice on a bill email notification sent by IFX to you pursuant to

section 9 below; and

- IFX may contact you via the contact number provided by you if your order is incomplete or needs further explanation.

9. Indemnity

You indemnify us and our officers, employees, agents and related bodies corporate from and against all actions, claims, suits, demands, damages, liabilities, costs or expenses arising out of or in any way connected to the use of www.ifx.com.au or the Services by you or someone using your name and password.

10. Goods and Services Tax

If GST is imposed on any supply made by us through www.ifx.com.au or the Services, you must pay to us, in addition to any consideration payable or to be provided by you for this supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply payable or to be provided (without any deduction or set off) by you under any other clause in these Terms of Use. Any amount payable by you is payable on demand by us, whether such demand is made by an invoice or otherwise.

11. Changes

We may vary any of these Terms of Use at any time and any other information relating to the Services, at any time and your subsequent use of the Member ID will be governed by the varied Terms of Use. Without limiting IFXs ability to give notice by any other means, you will be deemed to have:

received adequate notice of such changes where IFX places a notice on www.ifx.com.au web site advising that these Terms of Use have been changed; and
accepted the changes to these Terms of Use and agreed to be bound by the revised Terms of Use if you continue to use the Member ID to access the Services after the date that notification of changes on the www.ifx.com.au web site is posted.

12. Termination

If, in IFXs reasonable opinion, you breach any of these Terms of Use, we may suspend, terminate or limit your access to www.ifx.com.au or the Services and terminate the Terms of Use effective immediately. We reserve the right to cancel your Member ID at any time without notice and/or to discontinue one or more of the Services at any time for any reason. Any withdrawal by IFX of the Services will not affect the validity or operation of any contract governing the supply of goods and/or services acquired by means of the Services.

13. General Matters

This agreement is governed by the law in force in the State of New South Wales, Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them for determining any dispute concerning this agreement.

If any of these Terms of Use are invalid or unenforceable, it will be struck out and the remaining



terms will remain in force.

If we do not act in relation to a breach by you of these Terms of Use, this does not waive our right to act with respect to subsequent or similar breaches. You may not assign or transfer your rights or benefits under these Terms of Use to any other person or entity without the prior written consent of IFX.