



TERMS & CONDITIONS

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

- eSearch provides an on-line Information Service to its Client.
- eSearch will endeavour to provide a timely service to its Client.
eSearch will not be liable for any loss or damage(s) caused by the delay in the service however caused to the Client.
- The Client indemnifies eSearch for any loss(es) suffered as a result of the use of eSearch Information Service and whether its use is deemed authorized or unauthorised.
- The Client agrees to pay eSearch all fees and charges together with any duties and or taxes (including GST) and such payments to be made by the Invoice Due Date.
- An interest charge may apply for amounts outstanding in excess of 30 days from Invoice Date.
- eSearch will provide the Client on request, invoices and/or supporting documentation in relation to the use of its Information Service.
- ASIC or eSearch have not verified the accuracy, currency, reliability or completeness of the search extracts and makes no representation or warranty as to their accuracy, currency or reliability.
- The search extracts contained in the ASIC System and ASIC registers are based on information provided to ASIC by third parties.
- ASIC and eSearch will have no liability to any persons or organisations for any inaccuracy, omission, defect or error in the ASIC system or ASIC Registers.
- eSearch will not be liable whatsoever for any loss or damage(s) incurred through the use of eSearch Information Service.
- Both eSearch and I/We agree to abide by all the applicable regulatory and legislative requirements including all relevant provisions of the Privacy Act 1988 and Trade Practices Act that relate to the provision of eSearch Information Service.