

# INFOTRACK SERVICES LIMITED (CANADA)

## GENERAL TERMS

### Our Agreement

This agreement contains the terms and conditions that govern your access to, and use of the InfoTrack Systems and any InfoTrack Products ordered and accessed through an InfoTrack or Integrated System and is made between InfoTrack Services Limited (**InfoTrack, We, Us or Our**) and you or the entity you represent (**Client, You or Your**) comprising the following parts:

- (a) the General Terms of this agreement;
- (b) any special Product Terms applicable to InfoTrack Products accessed or used by You;
- (c) any Third-Party Terms applicable to InfoTrack Products accessed or used by You; and
- (d) (if relevant) the terms of any Order Form entered into between the Parties.

This Agreement will commence on the earlier of:

- (a) when You click an "I Accept" button or check box presented with these terms;
  - (b) when You first use any of the InfoTrack Systems or InfoTrack Products;
  - (c) when You sign an Order Form, or
- (**Commencement Date**) and will continue until it expires or is terminated.

You represent to Us that You are lawfully able to enter into this Agreement and You have legal authority to bind the organisation or entity you represent (such as the company You work for).

### General Terms

By accessing or requesting and being provided any of the Services, you declare that you are authorised to accept these terms and conditions on behalf of the law firm using the Services and referred to in any relevant application, order form, or Service Request, whether in digital or hardcopy formats.

#### 1. DEFINITIONS

"Authority" means the owner or controller of a State Program.

"Related Party" means an entity that is a subsidiary of ATI Global Limited, the ultimate holding company of InfoTrack.

"Services" means property, business or other information products or services provided from time to time by InfoTrack including but not limited to a search of record or index, verification of identity a copy of information, a certificate, a filing or registration.

"Service Request" means a request for services received by InfoTrack to provide a Service to me.

"State Program" means a Canadian government or industry owned, controlled, authorised or maintained information system, database or registry including but not limited to

- Ontario's Ministry of Government and Consumer Services POLARIS ®,
- POLARIS II, and the databases of the Ministry of Attorney General Writs,
- Databases maintained by ONBIS (the Ontario Business Information System)
- The database for filings under the PPSR (Personal Property Security Registration), and
- NUANS® (the Newly Upgraded Automated Name Search System), being a computer database under the authority of Industry Canada.

#### 2. OWNERSHIP OF AND ACCESS TO INFOTRACK PRODUCTS AND SERVICES

2.1 All right, title and interest, including copyright, and other proprietary rights, in the software, databases and material used by InfoTrack to provide its Services to you, vest in InfoTrack, except ownership rights of an Authority in relation to any database, system or registry of a State Program that InfoTrack is accessing in order to provide the Services that you requested.

2.2 Your access to InfoTrack or its Services is limited to the processing of Service Requests made by you.

2.3 You shall not use or knowingly permit or assist any other person to use the access:

- i. to create a database in an electronic or other format or for the purpose of data aggregation or dissemination (other than for your internal archival use);
- ii. for the purpose of commercial exploitation except to resell the exact response received by me from InfoTrack without altering its contents by adding to the contents or compilation with other data ;
- iii. to develop, in whole or in part, a duplicate database of any State Program database;
- iv. to file or register information that is false or misleading.

2.4 You shall not alter the content or format of any result or output of a Service.

2.5 You shall at all times maintain the confidentiality of your access details including security of account name, login and password and acknowledge that you are responsible for any and all activities that occur under your access.

2.6 You agree to notify InfoTrack as soon as practicable of any unauthorized use of your access to InfoTrack or any other breach of security.

2.7 InfoTrack may terminate your access to it with immediate effect without prior notification to you, if you breach any of these terms and conditions.

### 3. COMPLIANCE WITH OTHER TERMS and CONDITIONS APPLICABLE to STATE PROGRAMS

3.1 You acknowledge that by accessing State Programs through InfoTrack you are an end-user of a State program's product, and you must comply with any terms and conditions imposed by those State Programs upon end-users.

3.2 Where a State Program requires that certain equipment or supplies be used, it is your responsibility to obtain and use such equipment or supplies.

### 4. EQUIPMENT AND RELATED SOFTWARE

4.1 You are entirely responsible for obtaining, installing, maintaining and operating, at your own expense, all the computer equipment, supporting software and any services such as access to the Internet, required to process Service Requests and obtain Services from InfoTrack.

4.2 You acknowledge that InfoTrack is not responsible for any performance deficiencies due to your equipment, network or Internet access nor is it responsible for ensuring that your equipment is protected against viruses, malware or other cyber-attacks.

### 5. ACCURACY OF SERVICES

5.1 You are solely responsible for the formulation, accuracy and completeness of both any Service Requests and the consequent Service. It is your sole responsibility to determine which Services you need, to accurately make the Service Request and to review the Services received.

5.2 You acknowledge that both InfoTrack and the relevant Authority are either recording information provided by you, or providing you with information already contained in their respective databases and that neither InfoTrack nor any Authority or State Program makes any representation or warranty as to the suitability, correctness, accuracy, completeness, timeliness, reliability or suitability of the information, or the use or the results of the use of the Services, or that they will be of merchantable quality or fit for any particular purpose.

5.3 InfoTrack shall not be responsible for unauthorized access to or alteration of your Service Requests or Services, or for them not being transmitted or received.

### 6. DELAYS IN PROCESSING SERVICE REQUESTS

6.1 You further acknowledge that:

- a) the processing of Service Requests is subject to availability of both your access to InfoTrack and by InfoTrack's access to any State Program database;
- b) while InfoTrack shall use all reasonable endeavours to process Service Requests and provide Services in an expedient manner, it reserves the right to schedule the work in as it sees fit to improve the efficiency of its service or, upon notice if it is not an emergency, to temporarily interrupt access to itself to service or make changes to its equipment configuration, methods and rules of operation, accessibility periods, client identification procedures, or system software if, in its opinion, such change or modifications are necessary or desirable, as part of its contractual agreement with an Authority in respect of a State Program, to improve its Services;
- c) InfoTrack does not represent that access to it will at all times be uninterrupted and InfoTrack assumes no responsibility for any interruptions in access to it or delays in processing of Service Requests or Services;
- d) if you intend to obtain data from a Government Program database Service through InfoTrack and disseminate it to anyone, you will advise the third party of these limitations.

## 7. INDEMNITY

- 7.1 You shall indemnify and hold InfoTrack, its Related Parties, its employee and officers, and the employees and officers if its Related Parties harmless from any claim, demand or damages, including reasonable legal fees and expenses, asserted by any third party or Authority in relation to a State Program due to or arising out of your access to InfoTrack or your use of the Services.

## 8. FEES and CHARGES

- 8.1 Tax Invoice: InfoTrack must issue to You a Tax Invoice that complies with the relevant tax Law.
- 8.2 Payment of Fees: You must pay to InfoTrack all undisputed Fees in accordance with the terms of this Agreement.
- 8.3 Payment Terms: Subject to clause 8.11(a), You acknowledge and agree that the payment of any Tax Invoice issued by InfoTrack to You will fall due 7 days after the date of issue of the relevant Tax Invoice, unless otherwise agreed between the Parties.
- 8.4 Third Party Suppliers: A significant portion of the InfoTrack Products are reliant on Third Party Products sourced from Third Party Suppliers and are subject to the Third-Party Supplier Terms and the Authority Fees. InfoTrack does not have any ability to control the Authority Fees charged by Third Party Suppliers, or any changes to those Authority Fees. In order to continue providing the InfoTrack Products, InfoTrack may be required to amend, from time to time, the Fees in order to reflect changes made to the Authority Fees, as set by the Third-Party Suppliers.
- 8.5 Authority Fee Increases: Noting clause 8.4, InfoTrack may increase the Fees at any time solely as necessary to pass through and take into account any Authority Fee increases or additional charges imposed by its Third-Party Suppliers. If InfoTrack is required to increase the Fees under this clause 8.5, we will use best endeavours to provide You with reasonable advanced written notice of the new Fees payable for particular InfoTrack Products. However, this may not always be possible, such as where Third-Party Suppliers only provide InfoTrack with little (or no) notice of adjustments to the Authority Fees. The adjusted Fees will also be present at the point of sale before completion of Your order.
- 8.6 Fee Review: Without limiting clause 8.5, InfoTrack may increase the Fees as reasonably determined by InfoTrack by providing You with reasonable advanced written notice of the proposed Fee adjustment. The adjusted Fees will also be presented at the point of sale before completion of Your order.
- 8.7 Termination: If you object to any increase to Fees notified by InfoTrack under clauses 8.5 or 8.6, you may elect to terminate this Agreement immediately by providing notice in writing from receipt of such notice and within 60 days of the change taking effect. For clarity, You may simply cease using your InfoTrack account at any time without the need to provide us with formal notice of termination (ie, leave the account open but unused).
- 8.8 Cancelled Orders: InfoTrack reserves the right to retain or charge the Fees where an order for an InfoTrack Product is cancelled, or the search result is NIL where InfoTrack has reasonably incurred costs, charges or Authority Fees. Each refund is assessed based on its own merits and requires the relevant Third-Party Supplier to refund the applicable Authority Fee.
- 8.9 Disputes: Any failure by You to object to a Tax Invoice prior to the due date for payment or actual payment will not prejudice Your right to dispute the amount of the Tax Invoice.
- 8.10 Interest: Any undisputed Fees not paid when due may be subject to interest equal to the cash rate last published in the jurisdiction of the service and will be calculated on a daily basis.
- 8.11 Payment Default: You acknowledge and agree that:
- (a) where You have a history of late payment or non-payment of your Tax Invoices by the due date, as a condition of keeping Your InfoTrack account open, InfoTrack may require that You are converted to direct debit by credit card with payment to be automatically deducted on the date of the Tax Invoice;
  - (b) if any Fees are due and payable but not received by InfoTrack within thirty (30) days from the date on which such amounts fall due, then, at InfoTrack's sole discretion, InfoTrack may;
    - I. terminate this Agreement and close your account immediately; and
    - II. transfer the right to receive, recover or pursue such amounts to a third party and You will be liable to InfoTrack and/or the third party for any associated costs until such time as such amounts are paid in full to such third party.

## 9. GST / HST

- 9.1 All Fees quoted under this Agreement will be exclusive of GST and where applicable, HST, unless expressly stated otherwise.
- 9.2 Subject to prior receipt of a valid Tax Invoice, You agree to pay the applicable tax on any Taxable Supply made to it under this Agreement, at the same time and in the same way as it is required to make payment of the applicable Fees for the Taxable Supply.
- 9.3 If an adjustment event occurs in relation to a Taxable Supply made under or in connection with this Agreement, the amount of GST will be recalculated to reflect that adjustment and an appropriate payment will be made between the Parties.
- 9.4 Where any indemnity, reimbursement or similar payment under this Agreement is based on any cost, expense or other liability, it must be reduced by any Input Tax Credit entitlement, or notional Input Tax Credit entitlement, in relation to the relevant cost, expense or other liability.

- 9.5 Survival of Clause: This clause 8 survives the termination of this Agreement. You undertake to pay any invoice issued by InfoTrack with respect to Services provided, in accordance with any direction on any relevant application, order form, for a Service Request, whether in digital or hardcopy formats.

## 10. LIMITATIONS OF LIABILITY

- 10.1 In no circumstances shall you hold either InfoTrack or an Authority liable for damages, including any loss of profits or other incidental or consequential damages arising out of your use or inability to use InfoTrack, its services or a State Program, make Service Requests or obtain Services or for inaccurate or out-of-date information contained in any result or output of a Service Request.

## 11. LIMITATIONS OF LIABILITY/REMEDIES

- 11.1 In no event shall InfoTrack or an Authority in respect of a State Program be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of access to it or the services provided by it, with the delay or inability to obtain services, the provision of or failure to provide services, or for any inaccurate or out-of-date information, products, services and related items obtained through its services, or otherwise arising out of the use of its services, whether based on contract, tort, negligence, strict liability or otherwise, even if InfoTrack or the Authority in respect of a State Program has been advised of the possibility of damages.
- 11.2 Where the limitation in clause 11.1 is not enforceable, InfoTrack's liability to me is limited to the provision of the requested Services to me again by InfoTrack.
- 11.3 InfoTrack's sole liability in the event that you are required to resubmit an identical Service Request because of technical failure of InfoTrack to process the first Service Request, shall be the waiver of its processing fee with respect to the second Service Request, provided that in all such cases InfoTrack shall not be liable for any failure due to a cause beyond its control, including without limitation, acts of God, riots, and insurrections. In no event shall InfoTrack be liable for any damages exceeding the value of the fees payable for the initial Service Request or for any consequential damages.

## 12. CHANGES

- 12.1 InfoTrack may from time to time, amend its fees or the terms and conditions for access to its Services upon notice.
- 12.2 The notice referred to in clause 12.1 may be made by amending the appropriate screen or web page on InfoTrack's website which you access for Services.
- 12.3 If you make a Service Request after InfoTrack has amended its web page or screen under clause 12.2, you will be deemed to have accepted the amended fee structure or the amended terms and conditions.

## 13. DATA PROTECTION & SECURITY

- 13.1 InfoTrack Obligations & Safeguards: InfoTrack will use commercially reasonable efforts to establish, implement and maintain security controls in respect of any InfoTrack Environment used to deliver the InfoTrack Products, or that stores, handles, processes or transmits Client Data: that meet or exceed ISO 27001:2013 and ISO 9001:2015 (or equivalent standard) and any successor standards; that are designed to ensure that the InfoTrack Systems and InfoTrack Products and any other materials supplied by InfoTrack to You under this Agreement do not contain any publicly known Malware; and that are designed to protect Client Data that is stored, handled or processed by InfoTrack from accidental or unlawful destruction, loss, alteration, or unauthorised disclosure or access.
- 13.2 Client Security Measures: You must establish, maintain and enforce appropriate security measures designed to ensure that: Client Data and any other materials provided by You or Your Representatives to InfoTrack do not contain any publicly known Malware; no Unauthorised Persons can obtain unauthorised access to the InfoTrack Systems or InfoTrack Products or otherwise use the InfoTrack Systems or InfoTrack Products for purposes not authorised or permitted by the terms of this Agreement (including for Non-Permitted Purposes).
- 13.3 Client Warranties: You warrant and agree that You will not: seek to circumvent or attempt to violate any data security measures employed by InfoTrack in respect of its access to and use of an InfoTrack System, the InfoTrack Products, and the InfoTrack Environment generally; or attempt to scan or test the vulnerability of the InfoTrack Environment or otherwise attempt to breach InfoTrack's data security systems or any applicable authentication procedures.

## 14. GENERAL

- 14.1 This agreement is governed by the laws of the Province of Ontario, Canada and the parties irrevocably submit to the non-exclusive jurisdiction of the courts in that province.
- 14.2 If any part of this agreement is determined to be invalid or unenforceable pursuant to an applicable law, or a finding of a court of competent jurisdiction, including, but not limited to, the liability limitations set above, then the invalid or unenforceable provision shall be deemed to be superseded by a valid enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.