

Terms of Use

Welcome to InfoTrackGo. The website <http://www.infotrackgo.com.au> (inclusive of subdomains such as <https://www.mypolicecheck.com.au/>) and its associated features ("Site") is owned and operated by InfoTrack Australia Pty Ltd (ABN 36 092724 251) ("InfoTrack", "we", "our", "us").

These Terms and Conditions ("Terms"), which incorporate our Privacy Policy [insert link] and other documents referred to within these Terms, govern the supply of any products ordered by you on the Site and your use of the Site. By browsing, accessing, using the Site or ordering a product ("Order"), you agree to be legally bound by these Terms. We may change these Terms at any time, and the revised Terms will be made available on our Site. By continuing to use the Site you agree to be bound by such revised Terms.

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1. ACCESS AND USE OF THE SITE

1.1 You must only use the Site in accordance with these Terms and any applicable law.

1.2 You must not (or attempt to):

- (a) interfere with or disrupt the Site or the servers or networks that host the Site;
- (b) use data mining, robots, screen scraping or similar data gathering and extraction tools on the Site; or
- (c) interfere with security-related or other features of the Site.

1.3 We do not warrant that the Site will be available at all times and without disruption and we provide no warranties in relation to the content of any other website linked to or from our Site.

1.8 You must not link to our Site or any part of our Site in a way that damages or takes advantage of our reputation, including but not limited to:

- (a) in a way to suggest or imply that you have any kind of association and affiliation with us, or approval and endorsement from us when there is none; or

(b) in a way that is illegal or unfair.

2. INFORMATION ON THIS SITE

2.1 The Site and the content on the Site are subject to copyright, trademarks and other intellectual property rights. These rights are owned by or licensed to INFOTRACK.

2.2 You must not reproduce, transmit, communicate, adapt, distribute, sell, modify or publish or otherwise use any of the material on the Site, except as permitted by statute or with our prior written consent.

2.3 Information about goods on the Site is based on material provided by third party suppliers such as ASIC, AFSA and National Police Checking Service (NPCS). Except as required by law (including the Australian Consumer Law) we cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to us or by these third parties.

3. ORDER AND FORMATION OF CONTRACT

3.1 When making an Order, you must follow the instructions on the Site as to how to make your Order.

3.2 Once you select a product that you wish to Order, irrespective of any previous price you have seen or heard, you will then be shown or told (on the Site) the price you must pay including Goods and Services Tax (“**GST**”) and any other charges. Unless otherwise stated all charges are in Australian dollars.

3.3 You must pay for the Order in full at the time of ordering by one of the payment methods we accept on the Site. You must be fully entitled to use the payment method used for purchases. The payment method must have sufficient funds, credit or other payment facilities to cover the purchase. We are not responsible for the decisions of payment providers to allow you to use their service or provide any warranties or assurances about them. If a particular service is not available to you, you should use another valid payment method.

3.4 By making an Order, you expressly authorise us, before accepting your Order, to perform credit and security checks and, where we feel necessary, to transmit or to obtain information (including any updated information) about you to or from third parties from time to time, including but not limited to your credit card number, to validate your credit card, to obtain an initial credit card authorisation, to conduct loss minimisation and anti-fraud measures and to authorise individual purchase transactions.

3.5 If you discover that you have made a mistake with your Order after you have submitted it to the Site, please contact Customer Service immediately through our Chat function, although please note we cannot guarantee that we will be able to amend your Order in accordance with your instructions and that fees may be applicable to process a change.

3.6 When you place an Order, you will receive from us an Order confirmation by email. This email will only be an acknowledgement and will not constitute acceptance of your Order. A contract between us for the purchase of the goods (“**Contract**”) will not be formed until you receive a delivery confirmation email from us. We are not obliged to supply the product to you

until we have accepted your Order. We may in our discretion refuse to accept an Order from you for any reason, including but not limited to:

- (a) we suspect that you might on-sell our products to other consumers;
- (b) if we suspect your Order is fraudulent, or suspect credit card or payment-related fraud; or
- (d) if there has been an error in the imagery, price or product description on the Site,

4. DELIVERY

4.1 All products are digital products (“reports”) and will be delivered to the email address nominated when placing an order. Most products will be delivered within a couple of hours, but please allow up to 48-72 hours to receive all documents as some authorities might take time.

4.2 We will try to let you know if we expect to be unable to meet our estimated Delivery date or time, but, to the extent permitted by law, we will not be liable to you for any losses, liabilities, costs, damages, charges or expenses arising out of late or delayed delivery.

4.3 You must ensure that the email address specified in the order is correct and able to receive incoming mail.

5. CANCELLATION

5.1 Due to the near real-time processing of orders we cannot accept any order cancellations.

6. PRODUCT SPECIFIC TERMS AND CONDITIONS

6.1 Lotsearch

(a) If your order contains a or multiple Lotsearch reports you accept and acknowledge the Lotsearch [terms and conditions](#) when you submit the order.

7. DISCLAIMER AND LIABILITY

7.1 This clause prevails over all other clauses, and, to the extent permitted by law (including the Australian Consumer Law), states our entire Liability, and your sole and exclusive remedies, for:

- (a) the performance, non-performance, purported performance or delay in performance of these Terms or a Contract or the Site (or any part of it or them); or
- (b) otherwise in relation to these Terms or the entering into or performance of these Terms.

7.2 Nothing in these Terms excludes or limits your statutory rights as a consumer or our Liability for:

- (a) Fraud;
- (b) death or personal injury caused by our Breach of Duty;

(c) any breach of the obligations implied or guaranteed by law (including the consumer guarantees under Australian Consumer Law; or

(d) any other Liability which cannot be excluded or limited by applicable law.

7.3 In performing any obligation under these Terms, our only duty is to exercise reasonable care and skill.

7.4 Subject to clause 6.3:

(a) To the extent permitted by law (including the Australian Consumer Law), we do not warrant and we exclude all Liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Site.

(b) We exclude all Liability of any kind for the transmission or the reception of or the failure to transmit or to receive any material of whatever nature.

(c) You should not rely on any information accessed using the Site to make a purchasing decision – you should make your own enquiries before forming your own opinion and taking any action based on any such information.

(d) It is your responsibility to ensure that the products are sufficient and suitable for your purposes and meet your individual requirements. We do not warrant that the products will meet your individual requirements. You acknowledge that the products are standard and not made bespoke to fit any particular requirements that you may have.

(e) We do not accept and hereby exclude any Liability for Breach of Duty other than any such Liability arising pursuant to the provisions of these Terms.

(f) Despite any other provision of these Terms to the contrary and to the extent permitted by law (including the Australian Consumer Law), in no event shall we, our affiliates and related entities, our employees, directors or agents, or our suppliers be liable for lost profits or anticipated profits or any punitive, exemplary, special, incidental or consequential loss or damages or the like arising out of or in connection with the Site, the supply of goods or services or these Terms (however arising, including negligence). You agree to accept sole responsibility for the legality of your actions under the laws that apply to you. You agree that we, our affiliates and related entities or our suppliers have no responsibility for the legality of your actions.

8. INDEMNITY

You indemnify and hold us and our related entities, affiliates, and our and their respective officers, agents, and employees, harmless from and against any and all claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms or your breach of any law or the rights of a third party.

9. PRIVACY POLICY AND COMMUNICATIONS

Please see our privacy policy <http://www.infotrackgo.com.au/privacy-policy/>

When you provide us with your email address or mobile phone number, we may communicate with you electronically as set out in the Privacy Policy. Your consent to receipt of certain communications may be implied from the use of certain functional aspects of our service.

10. DISPUTE RESOLUTION

In the event of any dispute under these Terms the parties agree to negotiate in good faith to resolve the dispute. Disputes should be lodged with our Legal team:

Email: legal@infotrack.com.au
Post: The Legal Team
InfoTrack Pty Ltd
Level 8, 135 King Street
Sydney NSW 2000

11. GENERAL

11.1 Entire agreement: These Terms contain all the terms agreed between you and us and supersedes and excludes any prior Terms published on this Site.

11.2 Assignment: You may not assign or delegate or otherwise deal with all or any of your rights or obligations under these Terms. We shall have the right to assign or otherwise delegate all or any of our rights or obligations under these Terms to any person.

11.3 Force majeure: We shall not be liable for any breach of our obligations under these Terms where we are hindered or prevented from carrying out our obligations by any cause outside our reasonable control, including by lightning, fire, flood, extremely severe weather, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, failure of any telecommunications or computer system, compliance with any law, accident (or by any damage caused by any of such events).

11.4 No waiver: No waiver by us of any default of yours under these Terms shall operate or be construed as a waiver by us of any future defaults, whether of a like or different character. No granting of time or other forbearance or indulgence by us to you shall in any way release, discharge or otherwise affect your liability under these Terms.

11.5 Notices: Unless otherwise stated within these Terms, notices to be given to either party shall be in writing and shall be delivered by email supplied by you to us, or to us at our registered office.

11.6 Third party rights: All provisions of these Terms apply equally to and are for the benefit of INFOTRACK, its subsidiaries, any holding companies of INFOTRACK, its (or their) affiliates and its (or their) third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf (save that these Terms may be varied or rescinded without the consent of those parties).

11.7 Survival: The provisions of clauses that either are expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such.

11.8 Severability: If any provision of these Terms is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and where capable the validity and enforceability of the remaining provisions of these Terms shall not be affected.

11.9 Governing law: These Terms (and all non-contractual relationships between you and us) shall be governed by and construed in accordance with the law of New South Wales and both parties hereby submit to the jurisdiction of the courts of New South Wales.

12. DEFINITIONS AND INTERPRETATION

12.1 Definitions

In this document, terms are defined either (i) in the body of this document above, or (ii) defined as set out below, unless the contrary intention appears:

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth) or equivalent State or Territory laws;

Breach of Duty means the breach of any:

(a) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or

(b) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty);

Liability means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with these Terms, including, without limitation, liability expressly provided for under these Terms or arising by reason of the invalidity or unenforceability of any term of these Terms (and for the purposes of this definition, all references to these Terms shall be deemed to include any collateral contract); and

"INFOTRACK", "we", "our", "us" means InfoTrack Australia Pty Ltd (ABN 36 092724 251) its representatives, subsidiaries, affiliates, related parties, officers, directors, employees, agents, partners, and independent contractors.

12.2 Interpretation

(a) Headings are for ease of reference only and shall not affect the interpretation or construction of these Terms.

(b) Words imparting the singular shall include the plural and vice versa. Words imparting a gender shall include every gender and references to persons shall include an individual, company, corporation, firm or partnership.

(c) Words denoting persons includes natural persons, partnerships, limited liability partnerships, bodies corporate and unincorporated associations of persons.

(d) References to includes or including or like words or expressions shall mean without limitation.

These Terms were last updated on 29th of October 2021.