



SUBSCRIBER APPLICATION FORM

NTAA Corporate Information Services

The information requested will be treated as confidential. It is required to assist in assessing your application to become a subscriber. After completion, post to **NTAA Corporate** at **PO Box 7626, Melbourne VIC 8004** (Ph: 1800 799 666) or Fax to 1300 361 816.

STEP 1: YOUR COMPANY DETAILS

FULL NAME OF COMPANY OR FIRM: _____
TRADING NAME: _____
ACN / ARBN / BUSINESS REG. NO: _____ ABN: _____
TRADING ADDRESS: _____
STATE: _____ POSTCODE: _____
PHONE: _____ FAX: _____
NTAA MEMBER NUMBER: _____

STEP 2: YOUR OWNERS OR PARTNERS

If registered under the business names register, please list the names, addresses and dates of birth of the owners. If a partnership, please list the names, addresses and dates of birth of all partners.

NAME	ADDRESS	DATE OF BIRTH
_____	_____	_____
_____	_____	_____
_____	_____	_____

STEP 3: YOUR PRINCIPAL CONTACTS

NAME OF PRINCIPAL BUSINESS CONTACT: _____
JOB TITLE: _____ DIRECT PH NUMBER: _____ EMAIL: _____
NAME OF PRIVACY / COMPLIANCE CONTACT: _____
JOB TITLE: _____ DIRECT PH NUMBER: _____ EMAIL: _____

STEP 4: FEES AND CHARGES

We will charge fees for your use of our services in accordance with **Section 4** of the NTAA Corporate Information Services Terms of Supply. These fees are subject to change from time to time. Please refer to our NTAA Corporate web site for our current charges.

STEP 5: USER DETAILS

NAME	EMAIL
_____	_____
_____	_____
_____	_____
_____	_____

STEP 6: AUTHORISATION

I/we confirm the information provided above is accurate. I/we understand that the NTAA Corporate Information Services Terms of Supply applies to my/our use of all standard information services and forms the basis of the agreement between us and NTAA Corporate for my/our use of NTAA Corporate's standard information services. I/we agree that the Subscription Fees are payable annually upon subscription anniversary. I/we understand that all related charges for our use of services will appear on our invoice as issued by NTAA Corporate.

DATED THIS _____ DAY OF _____ 20_____

FULL NAME (PLEASE PRINT): _____

SIGNATURE _____ TITLE: _____

Who warrants he/she has the capacity to commit the applicant to this application and the NTAA Corporate Information Services Terms of Supply.

INFORMATION SERVICES TERMS OF SUPPLY

1. INTRODUCTION

1.1 This agreement applies when we, NTAA Corporate, supply any of our standard information services (our "information services") to you, our customer. Additional terms may apply to some of the services we supply – we will tell you if additional terms apply to any service you use.

1.2 In this agreement, the Privacy Act 1988 (Cth) is referred to as "the Privacy Act" and includes Instruments made under the Act.

2. SUPPLY OF OUR INFORMATION SERVICES

2.1 We will supply our information services to you after we accept your request for the particular services.

2.2 Where we supply our information services to you online, the services are supplied over communication links and other networks, and the availability of the services rely on the availability of those links and networks. While we will do our best to make sure the online information services are available, we are not responsible if the links or networks are unavailable at any time, and we do not guarantee that services supplied online will be continuously available.

2.3 If we have given you a timetable or time estimate for providing our information services, we will use reasonable endeavours to meet that timetable or time estimate. We will let you know if we rely on you to do anything in order for us to meet the timetable or time estimate and you agree to co-operate with us.

2.4 You agree to comply with this agreement and follow any procedures and other instructions we provide when you use our information services. If we change any of our procedures or instructions, or if we introduce new ones and we think those changes will affect you, we will let you know in reasonable time taking into account the nature of those changes.

2.5 To access our services by direct link you will need to ensure that your system complies with our most up-to-date version of our system specifications to allow direct linking. You are responsible for any system changes you need to make and agree to make those changes within 6 months of us notifying you of a new version.

2.6 You agree to provide us with one contact person within your organisation or one contact for each branch of your organisation (and to notify us if they leave). That person will be responsible for liaising with us about the requirements of this agreement.

2.7 You agree to keep any user name, password or other identifiers we give you to use our information services confidential and secure and to manage your users' access to our services. You agree that any identifiers we give you will not be transferred between users or disclosed to any third party and you will tell us if they are no longer required. You are responsible for all use of those identifiers. If we ask you to, you agree to stop using those identifiers or use any replacement identifiers we give you.

3. YOUR USE OF OUR INFORMATION SERVICES

3.1 You can only use the reports and information we supply you for your own internal business use and for the purpose that we supply them for. You agree that you will not re-sell, re-package or otherwise re-use our information in any other way.

3.2 If we deliver reports electronically, you can save them onto your system, or print them for your file. If you access our services by direct link and we deliver information to you by a stream of data you can copy the information onto your system and reprocess it, for example as part of your credit approval process. You agree that you will not reproduce, modify or adapt our reports and information in any other way.

3.3 We have copyright in the compilation of the information we use to supply our information services to you, and in the reports we supply to you when you use our information services.

3.4 We have developed information technology, software and documentation that we may use to provide the services to you, and we have copyright and other rights in those items. You agree that you will not copy them, modify them, adapt them, reverse engineer them or infect them with viruses.

4. OUR CHARGES

4.1 You must pay us:

- a. any annual fee we charge for any of our information services that you use. We may charge annual fees in advance. Our annual fees are not refundable;
- b. our current charges for any information service you use on the basis we set out in our invoice. We will tell you our current charges and fees before you use a information service, for example in our price list or proposal;
- c. GST on our fees and charges.

We will send you invoices for all our fees and charges.

4.2 We may change our fees and charges from time to time. We will tell you when the new fees and charges apply from.

4.3 If you do not pay us by the due date for payment, we may:

- a. require you to pay the whole of the amounts outstanding by you to us, which immediately become due and payable;
- b. require you to pay a late payment fee of 1.5% of the amount outstanding at the due date;
- c. charge interest on the amount overdue at 2% per month from the due date for payment until the date on which the debt is paid;
- d. require you to pay us any costs for agents incurred in recovering money you owe us, including commissions and legal costs on a solicitor-client basis;
- e. list information about the default with any credit reporting agency.

4.4 You agree to keep confidential the terms of supply including our fees, charges and pricing arrangements with you under this and any other agreement between us.

5. TERM, TERMINATION AND SUSPENSION

5.1 This agreement continues until either of us terminates it by giving 30 days written notice to the other.

5.2 If this agreement is terminated, clauses 3, 4.3, 5, 6, and 7 survive termination.

5.3 We may withhold or suspend your use of any of our information services immediately if you do not pay our fees and charges for any service or if we believe you are not complying with any of your other obligations under this agreement or any other agreement you have with us or your legal obligations in respect of the information that we supply you.

6. COMPENSATION AND LIABILITY

6.1 When we provide the information services to you, we rely on information provided to us by others. While we always aim to provide quality information to you, you understand that we do not independently check all information supplied to us, or the compilation of information by our systems, and that information may become out of date.

6.2 You understand that you are responsible for assessing the value of the information we provide you, and for the business decisions that you make, regardless of whether you base them on the information we supply.

6.3 To the extent we are able to at law, we exclude all express or implied representations, conditions, warranties and terms relating to the information services or the agreement except those set out in this agreement.

6.4 We are not liable to you or to anyone else for any loss or damage (including without limitation loss of profit, revenue or business, indirect, consequential, special or incidental loss or damage) however liability arises or might arise if it were not for this clause. This exclusion does not apply to anything the law prohibits us excluding liability for.

6.5 To the extent we are unable to exclude liability, our total liability for loss or damage you suffer or incur is limited to us re-supplying the services to you, or, at our option, us refunding to you the amount you have paid us for the information service to which your claim relates.

6.6 You indemnify us for any loss we suffer or liability we incur because:

- a. any information you give us is not accurate, up-to-date or complete or is otherwise misleading;
- b. you have not updated default information you have given us so that the default information we hold at any given time is not accurate, up-to-date, or complete or is otherwise misleading;
- c. your breach of this agreement or any other misuse of the information services or the information we supply you.

6.7 In this clause 6, references to "we" and "us" include our officers, employees, contractors and agents.

7. GENERAL

7.1 You agree to comply with the Privacy Act and all other laws that apply to the information that we provide to you or to your use of our information services (and to maintain documentation to demonstrate your compliance).

7.2 We may change this agreement by amending or deleting terms or adding new terms. Changes may take the form of a new agreement. We will always give you at least 14 days notice in writing before we do this.

7.3 We may add or withdraw any service and modify or otherwise change any service without notice to you as set out in section 7.7.

7.4 We are not liable for a failure or delay in performing an obligation under this agreement to the extent the failure or delay is because of an event beyond our reasonable control. If either of us is affected in this way, each of us will use our reasonable endeavours to minimise delays or interruptions.

7.5 Where we have used the word "includes" or "including" or "for example", these words do not have a limiting effect.

7.6 Where we have referred to any legislation or a provision of any legislation, it includes that legislation or provision as from time to time re-enacted or otherwise amended.

7.7 We will send bills and notices to either the last postal address, fax number or email address you have given to us. You must tell us if you change any contact details.

7.8 You agree you will not transfer your rights or obligations under this agreement to any other person without first getting our written consent. We will not unreasonably withhold our consent.

7.9 No delay or failure to exercise a right under this agreement prevents the exercise of that or any other right on that or any other occasion.

7.10 If any term of this agreement is unlawful and unenforceable, it will be severed from this agreement and the rest of this agreement remains in force.

7.11 This agreement supersedes any other agreement you have with us for our information services unless we agree otherwise in writing.

7.12 This agreement is governed by the laws of Victoria and both parties submit to the non-exclusive jurisdiction of the courts of that state.