



Attachment A

Standard Terms and Conditions

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Terms and Conditions

1. REFERENCES

- 1.1 The use of we us or our in this document refers to Impact Data or where appropriate our Personnel.
 - 1.2 The use of you or your in this document refers to the Client.
 - 1.3 All other terms are defined and used as set out in Schedule 1
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2. THE AGREEMENT

- 2.1 We will provide the Services to you during the Term.
 - 2.2 Our agreement with you is governed by:
 - (a) this document;
 - (b) our Directions;
 - (c) your payment authority; and
 - (d) other related documents (Proposal, specifications, service level agreements).
 - 2.3 Our agreement with you will come into effect when you do one of the following:
 - (a) agree to proceed with the Proposal;
 - (b) login for the first time; or
 - (c) authorise a direct debit or credit card instruction.
 - 2.4 From time to time, Impact Data may amend this Agreement, in its sole discretion, by posting updated versions of the Agreement at www.impactdata.com.au or by notifying the Customer by other means. All such modifications to the Agreement shall become effective upon the posting of the revised Agreement to www.impactdata.com.au or by the receipt of notification of a change to the Agreement by the Customer. Continued use of the service after such time that amendments are posted on www.impactdata.com.au signify the Customer's agreement to the amendments.
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3. OUR OBLIGATION

- 3.1 We will:
 - (a) make the Services available to you during the Term; and
 - (b) provide other information in relation to the Services as you may reasonably request for the purpose of using the Services.
 - 3.2 From time to time, we may provide you with Documentation for your use.
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4. SECURITY AND ACCESS

- 4.1 To enable you to use access the Services, we will provide you with personalised Security Details.
- 4.2 At all times, you will be responsible for the use, supervision, management and control of the Security Details. You must use your best endeavours to safeguard the Security Details and prevent the Services from use by unauthorised third parties.
- 4.3 You will be responsible for any (authorised or unauthorised) use or access to the Services by a third party using your Security Details.
- 4.4 You must immediately notify us in writing if you become aware of any actual or potential unauthorised use of the Security Details.
- 4.5 We may have to restrict or prohibit your use of the Services at various times in our absolute

discretion including for a breach of this clause. You must abide by all restrictions or prohibitions on access which are imposed by us.

- 4.6 We may deactivate your Security Details if you do not use the Services for 180 consecutive days or more. You will pay our costs of re-activating your Security Details.

5. TELEPHONE NUMBERS

- 5.1 Where necessary for use of the Services, we will provide you with the Telephone Numbers.
- 5.2 We may change the Telephone Numbers and the terms and conditions on which the Telephone Numbers are made available to you from time to time.
- 5.3 If we change the Telephone Numbers, we will:
- (a) provide you with notice and inform you of the proposed dates from which the changes will apply; and
 - (b) use our reasonable endeavours to ensure that replacement Telephone Numbers are made available to you provided that the total number of Telephone Numbers made available and the costs for your use accords with the total number of Telephone Numbers approved for your use.

6. YOUR USE OF THE SERVICES

- 6.1 You will arrange for:
- (a) your own internet access and any other equipment or services required by you to access the Services;
 - (b) your facilities to be connected and integrated with our Facilities in accordance with our directions (if any) to enable you to access the Services
 - (c) immediately notification to us in writing if you become aware of you being unable to access the Services.
- 6.2 Your use of the Service must be within our Fair Use Guidelines .

7. FEE

- 7.1 You will pay us the Fee:
- (a) upfront and prior to us providing the Service; or
 - (b) within 7 days of us sending a Tax Invoice;
- whichever we request.
- 7.2 You will pay us interest on any overdue amounts owing to us at the Rate.
- 7.3 We can alter the Fee and the Rate at any time by providing you with 30 days written notice. After the end of that period, you will be bound by that alteration unless you terminate our agreement in accordance with this document.
- 7.4 We can, in our absolute discretion, set off any amount you pay us against any amount you owe us.
- 7.5 If payment is not made in full by the due date you will be liable for any and all legal and or collection costs.
- 7.6 With your consent, we may alter the Services provided to you and in that case, you agree to pay our additional fees associated with that alteration.
- 7.7 If requested by us, you will provide us with Security to secure any amounts you owe or will owe us.
- 7.8 You must provide us with a valid Direct Debit Instruction Form. You authorise us, from time to time, to make all charges described in this Agreement to your chosen account. In the event that you close this account or it is otherwise terminated, you must immediately provide us with a new valid Direct Debit Instruction Form.

8. INTELLECTUAL PROPERTY

- 8.1 We own the Impact Data Intellectual Property.
 - 8.2 We will use the Impact Data Intellectual Property to provide you with the Services.
 - 8.3 You are not licensed to use the Impact Data Intellectual Property in any way.
 - 8.4 Despite anything else in our agreement, the Impact Data Intellectual Property remains our property in all respects regardless of any modification by you or a third party.
 - 8.5 You must immediately notify us in writing if you become aware of any actual or potential unauthorised use of the Impact Data Intellectual Property.
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9. YOUR WARRANTIES

- 9.1 You represent and warrant as at the date of this document and at all times during the Term, that:
 - (a) you have the power and authority to enter into and perform your obligations under this document;
 - (b) you have taken all necessary action to authorise the signing, delivery and performance of this document;
 - (c) by the signing and in and during the performance of this document, you will not violate:
 - (i) any law, authorisation, ruling, consent, judgment, order or decree of any governmental agency or other body;
 - (ii) your constitution, rules, by-laws and other governing documents, directives and resolutions;
 - (iii) any contractual obligation; or
 - (iv) any intellectual property rights of any person;
 - (d) you will comply with all laws (including Privacy Laws and SPAM laws) and all laws associated with and all reasonable directions provided by us associated with your access to and use of the Services and the Telephone Numbers;
 - (e) you will not copy, reproduce, modify, alter, reverse assemble or reverse compile the Impact Data Intellectual Property other than provided for in our agreement;
 - (f) you and your Personnel will not do anything which is of an offensive, illegal, fraudulent or defamatory nature which may bring disrepute or harm to us, our Personnel, the Services and our Facilities;
 - (g) you will not:
 - (i) transmit computer worms, viruses or any other malicious material or content;
 - (ii) create or send any electronic messages to third parties fraudulently claiming to be or representing any business or entity;
 - (iii) create or send any electronic message which contains any obscene, sexually explicit, racist, abusive or defamatory material or any material which breach any law;
 - (h) the information provided to us:
 - (i) is true and correct and will remain true and correct during the Term; and
 - (ii) does not mislead or deceive; and
 - (i) you will do everything necessary (including providing us with any information) if we request for any purpose associated with providing the Services (including for the purpose of undertaking credit checks);
 - (j) you will verify and amend the Documentation to ensure it protects your interests and complies with all laws;
 - (k) you understand that third parties may use the Services during the Term; and
 - (l) you understand that provision of the Services and the Telephone Numbers are based upon services provided by third parties and accordingly, our ability to provide the Services and the Telephone Numbers will be affected by those third parties.

10. OUR WARRANTIES

10.1 We warrant that:

- (a) we have the power and authority to enter into and perform our obligations under this document;
- (b) by entering into and complying with our obligations under this document, neither us nor our Personnel will be in breach of any agreement or undertaking with any other person.

10.2 To the maximum extent permitted by law, we do not warrant that:

- (a) the Services are fit for or suitable for any particular purpose or of merchantable quality;
- (b) the Documentation is up-to-date or contains all the necessary information required to satisfy all laws;
- (c) you will have uninterrupted and fault-free access to the Services and the Telephone Numbers;
- (d) all electronic messages will be transmitted or delivered successfully or in a timely manner.

10.3 Subject to clause 10.4, any condition or warranty which would otherwise be implied in our agreement is excluded.

10.4 Where legislation implies in our agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the proposal of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in our agreement. However, our liability for any breach of such condition or warranty will be limited, at our absolute option, to one or more of the following:

- (a) if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; or
 - (v) the refund of any Fee paid; and
- (b) if the breach relates to services:
 - (i) the supplying of the services again;
 - (ii) the payment of the cost of having the services supplied again; or
 - (iii) the refund of any Fee paid.

11. INDEMNITY AND RELEASE

11.1 You release us and our Personnel from all from all Claims associated with:

- (a) any acts or omissions of you or your Personnel in relation to your use and access to the Services (including the sale or provision of any content to third parties);
- (b) your breach of this document;
- (c) the infringement of the Impact Data Intellectual Property or the intellectual property rights of any third party by any act or omission of you or your Personnel;
- (d) any reliance by you on the Documentation and any representations made by us or our Personnel in connection with the Services and the Documentation (unless otherwise stated in this document).

11.2 You also release us and our Personnel from any loss of profits or consequential or indirect loss or damage resulting from:

- (a) any access to or use by you of the Services;
- (b) any disruption to your facilities, corruption or loss of data, inconvenience or damage to your business or trade associated with your access to or use of the Services.

11.3 You indemnify us and our Personnel from all Claims associated with the matters set out in clauses 11.1(a) to (d) (inclusive) and clauses 11.2(a) and (b).

12. TERMINATION

- 12.1 Without limiting the generality of any other clause in this document, either party may terminate our agreement immediately by notice in writing if:
- (a) a party breaches any of its obligations under this document in circumstances where the breach is not capable of rectification;
 - (b) a party breaches any of its obligations under this document, and then fails to rectify the breach within 5 Business Days of it receiving a notice from the other party identifying the breach; or
 - (c) a party becomes or resolves to become subject to any form of insolvency administration, dissolution or winding-up.
- 12.2 We may suspend the Services and/or terminate our agreement immediately by notice in writing if you:
- (a) fail to pay Fee when it falls due;
 - (b) you breach the terms of this document;
 - (c) in our absolute discretion, you or your Personnel do anything to compromise the technical integrity, operation or viability of our Services.
- 12.3 If we terminate our agreement due to your default, we can retain any part of the Fee you have paid prior to the termination and the balance of the Fee (if any) not paid at the date of termination will become immediately due and owing.
- 12.4 Either party may terminate our agreement at any time by providing 30 days written notice.
- 12.5 Upon termination of our agreement:
- (a) we will immediately cancel your Security Details and access to the Services and Telephone Numbers;
 - (b) you will immediately return to us all information and material provided by us to you under our agreement;
 - (c) we may extract and provide you with the Data upon payment of all outstanding Fees and a further extraction fee (if any) nominated by us at our sole discretion.
- 12.6 Any termination under this clause is without prejudice to any other rights, liabilities or obligations accrued at the date of termination.
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13. VARIATION AND CANCELLATION BY US

- 13.1 From time to time, we may modify our Services and in that case, we use our reasonable endeavours to ensure that such modification does not adversely affect you.
- 13.2 If, for any reason, we cannot make the Services available to you during the Term, we will:
- (a) provide you with written notice of that as soon as practicable; and
 - (b) use our reasonable endeavours to make another comparable services available to you during the Term on the same terms.
- 13.3 We may cancel your use of the Services if, in our absolute discretion providing the Services becomes unlawful or will cause a breach of law.
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14. DATA

- 14.1 You own the Data and you grant us a non-exclusive perpetual and royalty free licence to use the Data:
- (a) to provide the Services to you; and
 - (b) for other purposes in accordance with clause 14.2.
- 14.2 We may:
- (a) use the Data to create a personalised experience for providers of the Data who are

contacted through the Services;
(b) aggregate the Data in order to improve performance and the nature of the Services;
(c) use the Data to produce generic depersonalised profiles (such as the preferences of customers) to enhance the provision of the Services;
(d) analyse the Data to various purposes such as benchmarking, market research and product analysis generic to industries.
in relation to both your and our other clients' use of the Services.

14.3 Both we and you must:

(a) comply with the Privacy Laws and SPAM Laws; and
(b) notify all persons from whom you collect the Data that that information will be used by us in accordance with clauses 14.1 and 14.2.

14.4 In extreme circumstances (such as to notify a person of an error), we may directly contact the persons from whom you collect the Data.

15. CONFIDENTIAL INFORMATION

15.1 Either party must not, without the prior written approval of the other party, disclose the other party's Confidential Information.

15.2 A party will not be in breach of clause 15.1 in circumstances where it is legally compelled to disclose the other party's Confidential Information.

15.3 Each party must take all reasonable steps to ensure that its Personnel do not make public or disclose the other party's Confidential Information.

15.4 Notwithstanding any other provision of this clause, either party may disclose the terms of our agreement (other than Confidential Information of a technical nature) to related companies, solicitors, auditors, insurers or accountants, and will ensure that every person to whom that disclosure is made uses that information solely for the purposes of advising or reporting directly to that party.

15.5 This clause will survive the termination of our agreement.

16. FORCE MAJEURE

16.1 Neither party will be liable for any delay or failure to perform its obligations pursuant to this document if such delay is due to Force Majeure.

16.2 If our delay or failure to perform our obligations due to Force Majeure exceeds a reasonable period as we determine, we may immediately terminate the document on providing written notice to you.

17. VAT

17.1 All amounts stated are exclusive of VAT unless otherwise stated.

17.2 If VAT is payable on a Taxable Supply made or required to be made under this document by us, you must pay the amount of VAT to us as an additional amount when we provide a Tax Invoice to you for the relevant Taxable Supply.

18. NOTICES

18.1 All notices given under this document must be in writing and may be delivered in person or by mail or sent by facsimile transmission to their Address. You may change your particulars for service by notice in writing to us.

18.2 A notice sent by post will be deemed received three days after posting.

18.3 A notice sent by facsimile transmission will be deemed received on the date stated on the facsimile transmission report produced by the machine sending the facsimile.

19. GENERAL

19.1 Governing Law

This document will be construed in accordance with the laws in force in England and the parties submit to the jurisdiction of the Courts of Great Britain.

19.2 Stamp Duty and Legal Fees

Each party will bear its own legal and other costs and expenses relating to this document. You must pay any stamp duty.

19.3 Amendments

We may amend this document at any time in our absolute discretion by providing you with notice. You may not amend this document unless it is in writing and signed by both you and us.

19.4 Joint and Several

An obligation of two or more persons under this document binds them jointly and severally and every expressed or implied agreement or undertaking by which two or more persons derive any benefit in terms of this document will take effect for the benefit of those persons jointly and severally.

19.5 Severability

If any provision in this document is invalid or unenforceable this document will remain otherwise in full force apart from such provision, which will be deemed deleted.

19.6 Waiver

The failure of a party to this document to enforce a provision or the granting of any time or indulgence will not be construed as a waiver of the provision nor of a waiver of the right of the party at a later time to enforce the provision.

19.7 Assignment

You may not assign your rights or obligations under this document without our prior written consent which consent we may give or withhold or give on conditions in our absolute discretion. We may assign our rights or obligations under this document at any time in our absolute discretion.

Schedule 1

Dictionary

In this document:

Address means your address and our address as set out in the account.

Business Days means a day when the banks are open for business in Melbourne, Victoria.

Client means the person or entity that has been provided with us of the Services.

Claim means in relation to a person, a claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.

Data means all personal information collected by you from individuals including your customers, potential customers, employees and contractors.

Documentation means any standard documentation provided by us for use in your business including privacy statements and terms and conditions.

Directions means all lawful directions we give to you or your Personnel.

Facilities means all our software, hardware and other facilities associated with provision of the Services.

Fair Use Guidelines means in accordance with the your warrantees outlined in point 9, and an average email size including attachments of less than 500k and an average email send volume of less than 100,000 per week.

Fee means the fee set out in the Proposal and any related or subsequent correspondence.

Force Majeure means circumstances beyond the reasonable control of a party which results in that party being unable to perform an obligation of this document on time or at all, and includes but is not limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any other natural disasters;
- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion and sabotage; and
- (c) strikes or other industrial action or disputes not involving employees, members or participants of the party seeking to rely on the Force Majeure event.

VAT has the same meaning as in the VAT Act.

VAT Act means the VAT Act means Value Added Tax Act 1994.

Impact Data means Impact Data UK Ltd (Company Number 6303441) Impact Data Pty Ltd ACN 095 385 354.

Impact Data Intellectual Property means any Intellectual Property Rights owned or used by us under licence including the registered and unregistered trade marks of us including all names, logos, graphics, domain names and URLs of us and any variant of them.

intellectual property rights includes:

- (a) inventions, discoveries and novel designs, whether or not registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques;
- (d) copyright (including future copyright) throughout the world in all literary works, artistic works, computer software, and any other works or subject matter in which copyright subsists and may in the future subsist;
- (e) trade secrets; and
- (f) trade marks.

Rate means the rate of 1.25% per calendar month calculated daily.

Personnel in relation to a party means the party's officers, office-holders, committee, members, employees and contractors.

Privacy Laws all applicable laws including the European Convention of Human Rights (Articles 8 and 10) and the Data Protection Act 1998.

Services means the services offered by us to you from time to time and as set out in the Proposal and/or Service Level Agreement.

Service Level Agreement refers to the document by the same name most recently published on the Impact Data Website.

Security means any enforceable obligation to secure amounts owed by you to us from time to time.

Security Details means a log-in identification and password to enable you to access the Services.

SPAM Laws means all applicable laws relating to the sending of electronic communications including the Data Protection Act 1998.

Taxable Supply has the same meaning as in the VAT Act.

Tax Invoice has the same meaning as in the VAT Act.

Telephone Numbers means the telephone number(s) which we notify you of from time to time.

Term means the date of (agreeing to proceed with the proposal, completing the payment authorisation or until this agreement is terminated.

Construction

In this document:

- (g) words in the singular include the plural and vice versa;
- (h) words indicating any gender indicate the appropriate gender;
- (i) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (j) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;

- (k) any reference to a party includes that party's executors, trustees, administrators, successors in title and assigns;
- (l) references to any document (including this document) include references to the document as amended, consolidated, supplemented, novated or replaced and includes all Schedules and Annexures to this document;
- (m) a reference to a Statute includes a reference to or citation of all enactments amending or consolidating the Statute and to an enactment substituted for the Statute;
- (n) monetary references are references to Great Britain currency; and
- (o) headings are included for convenience only and do not affect interpretation of this document.