

## Platform Terms of Use

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### 1. OUTLINE

1.1 These Terms govern your use of and access to the Platform. By using the Platform, you agree to these Terms. If you do not agree to the Terms, you may not use the Platform.

1.2 We may change, vary or modify all or part of these Terms at anytime at our sole discretion, in which case:

1.2.1 we will post the new Terms on the Platform; and

1.2.2 they will apply to your use of and access to the Platform by your subsequent or continued use of the Platform.

1.3 It is your responsibility to check these Terms periodically for changes. If you object to any variation to these Terms, your only remedy is to immediately discontinue your use of the Platform.

1.4 By using the Platform, you affirm that you:

1.4.1 are 18 years or over; or

1.4.2 otherwise possess legal parental or guardian consent and have obtained the consent of the payment method provider for your purchase of our Services.

1.5 As long as you comply with these Terms, we grant you a personal, non-exclusive, non-transferable, limited right to enter and use the Platform.

### 2. PRIVACY

2.1 The Privacy Policy can be found on the Platform and applies to your use of the Platform and the Services.

2.2 The Privacy Policy may be changed from time to time and is effective immediately upon posting such changes on the Platform.

### 3. ACCESS TO PLATFORM

3.1 Your access to the Platform may be suspended without notice in the case of system failure, maintenance or repair, or any reason beyond our control or simply because we wish to do so.

3.2 Except as expressly provided otherwise in the Terms, we reserve the right to change or discontinue any website, page, functionality, feature or service on the Platform at any time.

3.3 The Platform contains Content that is protected by our Intellectual Property Rights and those belonging to third parties.

3.4 Except as expressly provided otherwise in the Terms, you do not have any right, title or interest in, or right of use, of any Content on the Platform.

### 4. SERVICES

4.1 The Services Conditions apply to purchases of Services and to the use of specific portions or features of the Platforms.

4.2 You agree to abide by such Services Conditions.

4.3 Our obligations for the Services are governed solely by the Services Conditions. Nothing on the Platform alters such Services Conditions.

4.4 We may make changes to any Services offered on the Platforms, or to the applicable prices for any such Products or Services, at any time, without notice (except as may be applicable under relevant Services Conditions).

4.5 The Content on the Platforms with respect to Services may be out of date, and we make no commitment to update such Content on the Platforms.

4.6 Services Conditions may be changed from time to time and are effective immediately upon posting such changes on the Platforms.

4.7 Services Conditions can be found on the Platform or as we otherwise indicate.

### 5. REGISTRATION OF USERS

5.1 To access or use certain parts of the Platform, you will be required to register as a user and open an account (including setting up a user name and password) and agree to certain terms and conditions.

5.2 When registering as a user of the Platform, you must:

5.2.1 provide us with accurate, complete and up-to-date registration information, as requested;

5.2.2 provide us with a form of identification to verify your identity, if requested; and

5.2.3 inform us of any changes to your registration information.

5.3 When registering as a user of the Platform, you must not:

5.3.1 register as a user multiple times or more than once using one email address; or

5.3.2 impersonate or create a user registration for any person other than yourself.

5.4 As a registered user of the Platform, you must:

5.4.1 ensure the security and confidentiality of your user registration details, including any username and/or password that you select;

5.4.2 notify us immediately if you become aware of any unauthorised use of your user details;

5.4.3 use the plugin for an improper use; and

5.4.4 not permit your user details to be used by or transferred to any other person.

5.5 You are entirely responsible for all activities which occur under your user details as a result of your failure to keep your information secure and confidential (including unauthorised use of your credit card or other payment details).

5.6 We reserve the right, in our sole discretion, to suspend or terminate your use or access to all or any part of the Platform, and /or delete your data, HubSpot and Xero OAuth tokens, including if we believe you:

5.6.1 are abusing the use of the Platform in any way;

5.6.2 have breached these Terms, including any provision of clause 6; or

5.6.3 are no longer an active user of the Platform.

5.7 If we suspend or terminate your use or access to all or any part of the Platform, we may, without limitation:

5.7.1 delete and/or remove or prevent further access to any or all of your Material;

5.7.2 delete invoice information and any other information that you have uploaded on the Platform; and

5.7.3 refuse to allow you future access to the Platform or use of our Services.

### 6. USE OF THE PLATFORM

6.1 You must not, without our prior written consent:

6.1.1 use the Platform in breach of any applicable laws or regulations;

6.1.2 use the Platform (or Content obtained from the Platform):

- a) to transmit (or authorise the transmission of) "junk mail", "chain letters", unsolicited emails, instant messaging, "spamming," "spamming" or large amounts of untargeted, unwanted or repetitive content, other than to share links to or content you generate by and through the Platform on those of your authorised social media platforms for the purposes of beneficially sharing your use of the Platform and the Services and promoting the Platform and the Services;

- b) to impersonate any person or entity;
- c) to solicit money, passwords or personal information from any person;

- d) to harm, abuse, harass, stalk, threaten or otherwise offend others other than accessing user location data made available to you in the manner intended by the Platform; or

- e) for any unlawful purpose;

6.1.3 use the Platform to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that, in our opinion:

- a) is not your original work or material in which you do not have all relevant Intellectual Property Rights, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the Intellectual Property Rights or other rights of another person;

- b) contains, promotes or provides information about unlawful activities or conduct;

- c) is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, vulgar, profane or otherwise unlawful, including Material that racially or religiously vilifies, contains cruelty or abuse (including to animals), incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;

- d) exploits another person in any manner;

- e) contains excessive violence or sexual acts;

- f) includes an image or personal information of another person or persons unless you have their consent;

- g) poses or creates a privacy or security risk to any person;

- h) you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
- i) contains restricted or hidden content;
- j) contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;
- k) advertises, promotes or solicits any goods or services or commercial activities;
- l) contains financial, legal, medical or other professional advice;
- m) interferes with, disrupts, or creates an undue burden on the Platform or any systems, or networks connected to the Platform; or
- n) uses any deep-link, page-scrape, robot, spider or other automatic device, program, algorithm, or methodology or any similar process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the Platform or any Content on it;
- 6.1.4 copy, store, alter, reproduce, republish, upload, post, display, transmit or distribute any part of the Platform or Content to any other device, server, website or other medium for publication or for any commercial enterprise or use;
- 6.1.5 use the Platform with the assistance of any automated scripting tool or software;
- 6.1.6 frame or mirror any part of the Platform;
- 6.1.7 use code or other devices containing any reference to the Platform to direct other persons to any other web page;
- 6.1.8 attempt to gain unauthorised access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any of our servers, or to any of the Services offered on or through the Platform, by hacking, password mining or any other illegitimate means;
- 6.1.9 probe, scan or test the vulnerability of the Platform or any network connected to the Platform, nor breach the security or authentication measures on the Platform or any network connected to the Platform;
- 6.1.10 reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Platform to its source, or exploit the Platform or any service or information made available or offered through the Platform, in any way where the purpose is to reveal any information, as provided for by the Platform;
- 6.1.11 use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform or with any other person's use of the Platform;
- 6.1.12 modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Platform or cause any other person to do so; or
- 6.1.13 delete any attributions or legal or proprietary notices on the Platform.
- 6.2 You may use Content and information on our Services purposely made available by us for access via from the Platform, provided that you, unless we provide our written consent otherwise:
- 6.2.1 do not remove any proprietary notice in copies of such documents;
- 6.2.2 use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media; and
- 6.2.3 make no modifications to any such information.
- 6.3 You must, immediately upon our request or as we direct, remove, take down, modify and/or remedy and reference, post, share or upload you make on any social media or internet-based platform that contains any Content in connection with the Platform or the Services.

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## 7. MATERIAL OF USER

- 7.1 By uploading, transmitting, posting or otherwise making available any Material via the Platform (where permitted), you:
- 7.1.1 grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form and for any purpose;
- 7.1.2 warrant to us that you have the right to grant the licence above;
- 7.1.3 warrant to us that the Material does not breach these Terms; and
- 7.1.4 unconditionally consent to a breach of your moral rights (as defined by the *Copyright Act 1968* (Cth)) which you may have in respect of the Material.
- 7.2 We reserve the right (but have no obligation) to:
- 7.2.1 review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and
- 7.2.2 monitor use of the Platform, and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.
- 7.3 Notwithstanding clause 7.2, you acknowledge that we have the right, but are not obliged, to:
- 7.3.1 review, moderate or monitor your use of the Platform; or
- 7.3.2 confirm whether any Material you upload using the Platform complies with these Terms.
- 7.4 We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the Platform by any person other than us.

7.5 We will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the Platform simply by facilitating others to post, transmit or make Material available, nor do we endorse any opinion, advice or statement made by any person other than us.

7.6 You are responsible for ensuring the accuracy and completeness of any Material or information you provide to us via the Platform or otherwise in order for us to provide our Services. We are not responsible or liable to you for any loss or damage due to, without limitation, you providing us with inaccurate or incomplete information regarding the requested Services such as recipient identification or delivery information.

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## 8. THIRD PARTY FEATURES

8.1 The Platform may feature or display links and pointers to websites, content and advertising owned and/or operated by third parties (**Third Party Features**). Third Party Features (if any) do not form part of the Platform and are not under our control. By featuring or displaying such Third Party Features we do not in any way represent that we recommend or endorse the relevant third party, its products or services. We do not accept any responsibility in connection with any Third Party Features. If you engage with any such Third Party Features, you do so entirely at your own risk.

8.2 The payment gateways integrated into the purchase process made available through this Platform are maintained or developed by third party service providers and are not maintained or developed by us. Your use of such services is subject to the terms and conditions of use maintained by such third parties and we are not responsible to you for your use of their payment gateway services. You acknowledge that we have no responsibility for and are not liable in relation to any information provided to or via the payment gateway.

8.3 You must not link to the Platform from any other website (or otherwise authorise any other person to link from a third party website to the Platform) without our prior written consent.

8.4 If you contact a person using functionality provided on the Platform, we do not accept any responsibility for any communications or transactions between you and the relevant person.

8.5 From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by third parties. You participate in any such activities entirely at your own risk. We do not accept any responsibility in connection with your participation in activities conducted by any third party. These communications and/or activities may be subject to separate terms and conditions and are conducted in accordance with the terms of the Privacy Policy.

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## 9. CONTENT DISCLAIMER

9.1 You assume total responsibility for your use of the Platform and any linked independent third-party websites.

9.2 Except where expressly stated otherwise, Content on the Platform is provided as general information only. It is not intended as advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.

- 9.3 You acknowledge and agree that:
- 9.3.1 transmissions on the internet are never completely private or secure and you understand that any message or information you send to or download from the Platform (where permitted) may be read or intercepted by others;
- 9.3.2 we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with the Platform in any circumstance;
- 9.3.3 we cannot ensure that any images, files or other data you download, share or obtain from the Platform (if you are permitted to do so) will be free of viruses or contamination or destructive features;
- 9.3.4 the Platform and its Content is delivered on an as-is and as-available basis;
- 9.3.5 while we use reasonable endeavours to ensure that the Platform is available continuously, we do not make any representations or warranties that your access will be uninterrupted, timely, secure, error free, or that any defects will be corrected, or that your use of the Platform will provide specific results or benefits and we will not be liable for the same; and
- 9.3.6 your sole remedy against us for dissatisfaction with the Platform or any Content or Material is to stop using the Platform.

## 10. EXCLUSIONS + LIMITATIONS

- 10.1 All express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), relating to these Terms, that are not contained in it, are excluded to the fullest extent permitted by law.
- 10.2 Any liability arising in relation to your use of the Platform, however arising and whether for consequential loss or otherwise, including any liability arising by virtue of any representation or warranty, whether express or implied by law, is hereby excluded to the fullest extent permitted by law.
- 10.3 No warranty is given and we will not be liable for:
- 10.3.1 alterations, modifications or variations to the Platform or Content which are not performed by us;
- 10.3.2 damage or failure caused by unusual or non-recommended use or application of the Platform or Content;
- 10.3.3 updates to the iOS, Android or other relevant mobile operating platform, any Web based operating platforms including Chrome, Firefox, Safari & MS Edge, the API environment for the relevant mobile operating platform or any other release of a version of any relevant software which renders features of the Platform unstable or unusable; and/or
- 10.3.4 loss caused by any factors beyond our control.
- 10.4 We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any

other person resulting from any act or omission by us.

10.5 You are solely responsible for your own personal safety at all times while using the Platform and you assume responsibility for anyone you contact using the Platform. You expressly acknowledge and agree that your use of the Platform is at your own personal and sole risk.

10.6 You assume full responsibility for any information you transmit via the Platform.

## 11. NOTICE OF INFRINGEMENT

11.1 If you think that the Platform has been accessed or used by another user in breach of the Terms, please email us at [xsync@engaging.io](mailto:xsync@engaging.io)

11.2 If you wish to send us a copyright infringement notification, you must:

- 11.2.1 identify the Content or Material(s) that you believe infringe(s) your copyright;
- 11.2.2 identify each copyright protected work in which you own the rights and which you believe has been infringed;
- 11.2.3 identify how each copyright protected work has been or is being infringed; and
- 11.2.4 include your contact information.

## 12. GENERAL

12.1 **Indemnity:** You indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur as a result of your use of, access to, conduct in connection with, breach or alleged breach of these Terms.

12.2 **Lawful purpose:** You shall ensure that the Platform is used only for lawful purposes and in accordance with any applicable laws.

12.3 **Binding:** These Terms shall bind our successors, administrators and permitted assigns and your executors and permitted assigns, or, being a company, its successors, administrators and permitted assigns.

12.4 **Force Majeure:** If a Force Majeure Event occurs, we may:

- 12.4.1 totally or partially suspend any Platform, any part of the Platforms during any period in which we may be prevented or hindered from delivering by our normal means of supply or delivery due to that Force Majeure Event; and
- 12.4.2 elect to extend at our discretion the period for performance of an obligation under these Terms as is reasonable in all the circumstances.

12.5 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights and/or obligations (in whole or in part) under these Terms. You may not assign, transfer, hold on trust or otherwise delegate any of your rights or obligations under these Terms without our prior written consent.

12.6 **Severability:** Each clause in these Terms is severable and if any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

12.7 **Waiver:** No failure, delay, relation or indulgence on our part in exercising any power, right or remedy precludes any other or further exercise of that or any other power, right or remedy.

12.8 **Governing law:** These Terms shall be governed by the laws of the State of New South Wales.

## 13. INTERPRETATION + DEFINITIONS

13.1 **Personal pronouns:** Except where the context otherwise provides or requires:

13.1.1 the terms **we, us or our** refers to ENGAGING COMMUNICATIONS PTY LTD (ABN 51 140 718 038); and

13.1.2 the terms **you or your** refers to a user of the Platform.

13.2 **Defined terms:** In these Terms, unless otherwise provided, the following terms shall have their meaning as specified:

**Content** means all text, graphics, user interfaces, visual interfaces, photographs, illustrations, audio, video, trademarks, logos, sounds, music, artwork and computer code including but not limited to the design, structure, selection, coordination, expression, look and feel and arrangement of such content contained on the Platform which is owned controlled or licensed by or to us and is protected by Intellectual Property Rights.

**Force Majeure Event** means circumstances beyond our reasonable control shall include, but not be limited, to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections or defaults of our suppliers or subcontractors.

**Intellectual Property Rights** means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

**Material** means any material in which you have Intellectual Property Rights provided by you for use on the Platform or in the production, development and supply of the Services to you including, but not limited to, text, illustrations, photographs, audio, video, any combination of these or other material.

**Platform** means all or any of the relevant platforms, mobile applications, electronic interfaces and websites that are owned, provided and/or operated from time to time by us regardless of how it is accessed by users (including via the internet, mobile phone or any other device or other means).

**Privacy Policy** means our privacy policy as amended from time to time available via our Platform.

**Services** means software as a service and any other services that we may provide through the Platform or otherwise.

**Services Conditions** means relevant and applicable terms and conditions for the supply of Services by us to you.

**Terms** means these terms and conditions of access to the Platform and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Platform, as amended from time to time.

## Services Conditions

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### 14. OUTLINE

- 14.1 **Currency:** These Terms apply to the supply of all Services by us to you from when you accept these Terms.
- 14.2 **Acceptance:** You accept these Terms when:
- 14.2.1 you submit a Subscription Order;
  - 14.2.2 you accept delivery of any part of our Services; or
  - 14.2.3 you make any Payment to us for any Services,
- whichever occurs first.

### 15. SUBSCRIPTION ORDERS

- 15.1 **Trial period:** If you choose to, you may sign up for a 7-day trial period at no cost.
- 15.2 **Placing a Subscription Order:** If you are using the Platform, you may place a Subscription Order for Services through our Platform and by completing the online payment process. The minimum term of a Subscription order is 1 month and continues on a monthly basis until cancelled.
- 15.3 **Confirmation:** A Subscription Order is not binding until we have provided you our confirmation of the Subscription Order by way of a Receipt. Our confirmation process is automated and instant. An invoice and receipt will be issued within minutes of a payment being requested and processed.

### 16. PRICE

- 16.1 **Price:** The Price for the Services is the applicable amount, inclusive of any charges, that we indicate to you on our Platform (or otherwise) at the time you place the Subscription Order.
- 16.2 **Variation of price:** Subject to your rights under law, we reserve the right to vary the Price if:
- 16.2.1 there is any movement in the costs to supply the Services to you; or
  - 16.2.2 you vary your Subscription Order.

### 17. PAYMENT

- 17.1 **Payment terms:** All Payments shall be made in advance for the period specified in your Subscription Order. We will not accept your Subscription Order and provide a Receipt until we have received payment in full.
- 17.2 **Payment method:** All Payments are to be made to us using the payment gateway maintained on our Platform, monthly direct debit or as we otherwise indicate.
- 17.3 **Failure to pay:** If you fail to pay for an amount required pursuant to your Subscription Order, we may suspend providing you any further Services until all amounts outstanding have been paid in full. If you fail to pay your HubSpot panel will stop working until you pay the outstanding charges.
- 17.4 **Ongoing Subscription Orders:** Unless otherwise specified, subscriptions will continue for further monthly periods and further payments will be incurred upon the expiry of the then current Subscription Order.
- 17.5 **Cancellation of Subscription Orders:** You may cancel your Subscription Order at any time after giving notice, however you will be liable for full payment until your Subscription Order period ends. Your account will be deactivated once your pre-paid Subscription Order period ends.

### 18. EXCLUSIONS AND LIMITATIONS

- 18.1 **No liability:** No warranty is given and we will not be liable for
- 18.1.1 alterations to the Services for which we are not responsible;
  - 18.1.2 defects caused by accidents, unusual or non-recommended use, misuse or application of the Services;
  - 18.1.3 hacks, cyber-attacks, coding errors, data leaks; or
  - 18.1.4 loss caused by any factors beyond our control.
- 18.2 **Consequential loss:** We will not be liable for any special, indirect, consequential or economic loss or damage or loss of profits (in contract or tort or arising from any other cause of action) suffered by you or any other person resulting from any act or omission by us.
- 18.3 **Total liability:** Subject to all existing Australian laws, our total liability to you (however arising) is limited, at our option, to:
- 18.3.1 the re-supply of the Services or the supply of equivalent Services; or
  - 18.3.2 the payment of the cost of re-supplying the Services or of acquiring equivalent Services.
- 18.4 **Third party:** We give no warranty for any services that are supplied or carried out or provided to you by a third party even where forming part of a Subscription Order.

### 19. STATUTORY RIGHTS

- 19.1 **No restriction:** Nothing in these Terms excludes, restricts or modifies any condition, warranty, statutory guarantee, right or remedy implied or imposed by law that cannot be lawfully excluded, restricted or modified.
- 19.2 **Unfair contract:** If section 23 of the ACL applies to any provisions in these Terms, any such provision(s) will be void to the extent it is unfair within the meaning of section 24 of the ACL.

### 20. INTELLECTUAL PROPERTY

- 20.1 **Our intellectual property:** All of our Intellectual Property Rights in and relating to the production, development and supply of the Services, including but not limited to images, data, photographs and literature, remains our property.
- 20.2 **Confidentiality:** You shall keep confidential and shall not use any confidential information communicated by us to you without our prior written consent.

### 21. GENERAL

- 21.1 **Indemnity:** You indemnify and keep us indemnified in respect of all damages, losses, costs and expenses (including legal costs) that we may incur in connection with your breach of these Terms.
- 21.2 **Lawful purpose:** You must ensure the Services are used in accordance with any applicable laws.
- 21.3 **Force Majeure:** If a Force Majeure Event occurs, we may elect to extend at our discretion the period for performance of an obligation under these Terms as is reasonable in all the circumstances.
- 21.4 **Assignment:** We may without notice to you assign, transfer and/or sub-contract our rights

and/or obligations (in whole or in part) under these Terms.

21.5 **Severability:** Each clause in these Terms is severable. If any clause is held to be illegal or unenforceable, then the remaining clauses will remain in full force and effect.

21.6 **Governing law:** These Terms shall be governed by the laws of the State of New South Wales, Australia.

### 22. INTERPRETATION AND DEFINITIONS

- 22.1 **Personal pronouns:** Except where the context otherwise provides or requires:
- 22.1.1 the terms we, us or our refers to **ENGAGING COMMUNICATIONS PTY LTD** (ABN 51 140 718 038); and
  - 22.1.2 the terms you or your refers to any person or entity that places a Subscription Order with us and agrees by conduct or by virtue of notice or otherwise to be bound by these Terms, including any related company, related party, officer and authorised person of the relevant person.
- 22.2 **Defined terms:** In these Terms, unless otherwise provided, the following terms shall have their meaning as specified:

ACL means the Australian Consumer Law under the Consumer and Competition Act 2010 (Cth) as amended.

Charges means any sales tax, excise duties, customs duty, transfer duty, GST or any other taxes, duties or charges applicable in respect of the provision of the Services.

Default Event means any one of the following events:

- (a) you fail to make any Payment when due, whether for the Services or otherwise;
- (b) you become an insolvent under administration or an externally administered body corporate (as relevant) as defined under the *Corporations Act 2001* (Cth); or
- (c) proceedings are commenced or an application is made for the appointment of any persons listed in items (a) to (b) above;

Force Majeure Event means circumstances beyond our reasonable control shall include, but not be limited, to compliance with any laws, regulations, orders, acts, instructions or priority request of any government, or any department or agency, civil or military authority, acts of God, acts of the public enemy, your acts or omissions, fires, floods, strikes, lockouts, embargoes, wars, labour or material shortages, riots, insurrections or defaults of our suppliers or subcontractors.

GST and GST Law have the meaning as set out in the *A New Tax System (Goods Tax) Act 1999* (Cth).

Intellectual Property Rights means all forms of intellectual property rights (whether registered or unregistered) in copyright, designs, patents, trade marks, domain names, trade secrets, know-how, confidential information, and all other similar proprietary rights and all extensions and renewals thereof anywhere in the world which currently exist and/or are recognised in the future.

**Payment** means payment of any amount relating to Services.

**Platform** means all or any of the relevant platforms, mobile applications, electronic interfaces and websites that are owned, provided and/or operated from time to time by us regardless of how it is accessed by users (including via the internet, mobile phone or any other device or other means).

**Services** means software as a service and any other services that we may provide through the Platform or otherwise.

**Receipt unless otherwise agreed** means the receipt issued by us upon the Payment of the Services specified in your Subscription Order.

**Subscription Order** means an order to subscribe for Services received by us whether through the Platform or otherwise.

**Terms** means these terms and conditions of access to the Platform and any additional terms, conditions, notices and disclaimers displayed elsewhere on the Platform, as amended from time to time.