



SUPPLIER CONTRACT

QUOTE BUSTERS TERMS OF USE

This Agreement must be read, understood and accepted by the Supplier before the Application can be downloaded and utilised by the Supplier.

1. About us and the APPLICATION**1.1 We are an Australian company operating under the Laws of Australia.**

1.2 We offer an electronically implemented quotation moderation and comparison system.

1.3 We identified that the current systems and methods of getting quotations by people can often be plagued by long processing times, high operation costs, human delay and errors, lack of analytical information for price negotiation and decision making etc. Our aim was to create a single portal or application to enable people to easily obtain comparative quotations.

1.4 The Application enables the electronic moderation of submitted quotations i.e. it enables a Customer to submit a quotation through the Application (being the Initial Quotation) so that one or more Service Providers (including you) to provide a comparative quotation as a tradesperson or service providers in the same area as that relating to the Initial Quotation. The Service Providers will be able to see the particulars of the Initial Quotation and can elect to provide a Comparative Quotation to the Customer. It is at your complete discretion as to which Initial Quotation you may wish to provide a Comparative Quotation in relation to.

1.5 Typically:-

(a) the electronic moderation process will include electronic categorisation of each of the quotations according to the particular goods or services required according to the Initial Quotation;

(b) once the electronic categorisation of the Initial Quotation has been undertaken, the server software application will typically load the categorised quotation into the comparison portal which will publish the categorised quotation to one or more of the business members (the relevant Service Providers having regard to those goods or services) from the at least one business database who have identified that they provide that particular goods or services required;

(c) when you and other Services Providers subscribe (or any time there after) they will nominate at least one business area and/or the types of goods or services that they are willing and capable of providing and this will be identified in one or more electronic tags associated with the business unique profile or record;

(d) this will allow the server software application to search through the unique profiles or records to identify which Service Providers should be sent an Initial Quotation based on the goods or service to be performed having regard to the Initial Quotation uploaded;

(e) you may elect to obtain the Initial Quotation Particulars (for certain fees outlined herein) to enable you to provide a Comparative Quotation as you may wish to that relevant Customer.

1.6 The Application is owned by us or a related party to us (whether it be a Related Body Corporate, Related Corporation, Director, Shareholder or otherwise).

2. AGREEMENT

2.1 This Agreement contains the terms and conditions governing the use of the Application and in this regard, you acknowledge, agree and warrant that:-

- (a) you have read and understood the terms contained in this Agreement;
- (b) you agree to be bound by the terms of this Agreement;
- (c) you are not a Minor; and
- (d) this Agreement is entered into by us and you.

2.2 If you do not wish to be bound by this Agreement then you must not download the Application onto your Device or use the Application in any manner.

2.3 Upon downloading the Application to your Device you and you acknowledge, agree and warrant that this Agreement contains the agreement between us and you relating to your use of the Application.

2.4 You warrant that you will at all times:-

- (a) conform with such reasonable instructions or directives as may be given by us in connection with the use of the Application;
- (b) use the Application only for its intended purpose and in good faith; and
- (c) use the Application in accordance with the terms of this Agreement.

3. Your SUBSCRIPTION with us and the fees PAYABLE by you to us

3.1 You must subscribe with us to use the Application. The Fees payable by you for the use of the Application are detailed in this clause 4 below.

3.2 You will not be able to use the Application until you have completed your subscription with us and paid all Fees due and payable to us.

3.3 Your subscription will be for the Subscription Period.

3.4 We offer various subscription packages to Service Providers. This includes Platinum, Gold, Silver and PAYG subscription packages, which are broadly defined as follows:-

(a) **PAYG:** there is no subscription fee payable by you and you pay the Quote Information Download Fee each time you obtain Initial Quotation Particulars during the Subscription Period;

(b) **Silver:** An upfront fee is payable by you and during the Subscription Period the Quote Information Download Fee is waived on three (3) occasions that you obtain Initial Quotation Particulars, and thereafter you will pay a discounted Quote Information Download Fee each time you obtain Initial Quotation Particulars;



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(c) **Gold:** A higher upfront fee is payable by you and during the Subscription Period the Quote Information Download Fee is waived on five (5) occasions that you obtain Initial Quotation Particulars, and thereafter you will pay a further discounted Quote Information Download Fee each time you obtain Initial Quotation Particulars;

(d) **Platinum:** A higher upfront fee is payable by you and there is no Quote Information Download Fee payable by you during the Subscription Period for every occasion in which you obtain Initial Quotation Particulars.

3.5 All Fees are disclosed to you at the time you complete your subscription with us.

3.6 The subscription packages referred to above are subject to change from time to time, together with any Fees associated with those subscription packages. This will be shown at the time you complete your subscription with us and you will need to accept those fees to complete your subscription with us.

4. WHEN THE FEES ARE PAYABLE BY YOU

4.1 The Fees are payable by you to us as follows:-

(a) the Sign-Up Fee is payable at the time you complete your subscription with us;

(b) if applicable, the Subscription Fee is payable monthly in advance during the subscription period and is payable monthly in advance;

(c) if applicable based on your level of subscription with us, the Quote Information Download Fee is payable by you each time you request Initial Quotation Particulars.

4.2 Unless we otherwise request payment from you by different means (such as provision of a tax invoice to you or request for a direct deposit into our nominated bank account), payment of all Fees shall be by way of direct debit in terms of clause 6 below.

5. DIRECT DEBIT OF FEES

5.1 You must:-

(a) arrange and allow the electronic transfer of funds, by direct debit (or as otherwise agreed by us), for and with respect to all and any amounts, payments or other Fees required to be paid under this Agreement by you to us and your bank account directly to the bank account nominated by us; and

(b) sign any Documents as may be necessary to permit and facilitate the electronic transfer of funds as contemplated or necessitated by this Agreement.

5.2 The Fees payable by you to us under this Agreement will be paid to us via direct debit at the time in which they become payable to us, as outlined in clause 5 of this Agreement.

5.3 You authorise and direct us to debit your nominated bank account in our favour for payment of all amounts, payments and Fees payable by you to us under this Agreement.

6. GOODS AND SERVICE TAX

6.1 If GST is imposed on any supply by us pursuant to this Agreement then you shall on demand pay to us in addition to any consideration for the supply ("GST-exclusive consideration"), an additional amount calculated by multiplying the prevailing GST rate by the GST-exclusive consideration.

7. GRANT OF LICENCE TO USE THE APPLICATION

7.1 In consideration of your payment of the Fees, we grant you a non-transferable and non-exclusive license to install one copy of the Application onto your Device.

7.2 In using the Application you warrant that you:-

(a) will use the Application for your own personal use only;

(b) will not install or use a copy of the Application on any Device that is not owned by you and in your control and possession;

(c) will not sell, assign, lease, outsource, copy or distribute the Application in any manner whatsoever;

(d) will not use the Application in any manner other than for which it is intended;

(e) will not use the Application for any unlawful or illegal activity and will comply with all Laws in the use of the Application;

(f) will maintain adequate security measures on your Device to ensure that the Application cannot be hacked or utilised by any third party;

(g) will not attempt to modify or amend the Application in any manner or to deviate around technical limitations contained in the Application;

(h) will comply with all copyright and Intellectual Property rights associated with the Application;

(i) will ensure that you are reasonably informed of the requirements in respect of the use of the Application and are familiar with the use of the Application; and

(j) will exercise due care, skill and judgement at all times.

8. PASSWORD AND ACCOUNT

8.1 You will be required to establish a user login and password to use the Application.

8.2 You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login.

8.3 You must not reveal your password in any way and to any person and must take all reasonable steps to ensure that your password is kept confidential and secure. You warrant that you will not under any circumstance cause (or permit) the login details to be provided to anyone else.

8.4 We do not store your password.

8.5 If you suspect the confidentiality of your password has been compromised, you must change it immediately via the reset password mechanisms on the Application.

8.6 We are not under any circumstances liable to you for any Claim, Loss or Liability you sustain or incur as a result of the misuse of your user login or password, or due to the activities of any third party.

9. YOUR DEVICE

9.1 It is your responsibility to ensure that:-

(a) your Device has adequate security to protect us against all unauthorised use of the Application and any Information or Documents uploaded by you; and

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- (b) the process you employ to obtain access to the Application does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your Device or otherwise cause you or any person Loss, damage or corruption.
- 9.2** You must immediately notify us of any known or suspected breach clause 7.1, if you become aware of or have reason to believe that there is any unauthorized use of your password, or any other breach of security of the Application.
- 10. YOUR PROVISION OF A COMPARATIVE QUOTATION**
- 10.1** The Services Providers are generally independent third party service providers and tradespersons.
- 10.2** Any notification to you of an Initial Quotation in your area of expertise will be through the Application. The Initial Quotation will be provided to multiple Service Providers and not just you. One or more Service Providers may elect to provide a Comparative Quotation in relation to the Initial Quotation.
- 10.3** If you receive an Initial Quotation then you may, in exchange for payment of the Quote Information Download Fee (if that applies based on your level of subscription), request the Initial Quotation Particulars in relation to that Initial Quotation. Should this apply, then we will forward to you (through the Application), the Initial Quotation Particulars to enable you to provide a Comparative Quotation direct to the Customer who provided the Initial Quotation.
- 10.4** We do not manager, supervise, monitor, liaise or be in any way involved with any Comparative Quotation provided by you by a Customer. You may provide a Comparative Quotation to a Customer at your sole discretion and on such terms or conditions as you determine.
- 10.5** Our Application is an electronically implemented quotation moderation and comparison system. It is a tool designed to make it easy for a Customer to obtain comparative quotations for any works or services that the Customer may require. We are not familiar or experts in the works or services that you provide.
- 10.6** You warrant to us that:-
- (a) at all times you will act reasonably in your dealings with a Customer in which you receive Initial Quotation Particulars;
- (b) you are competent and experience in provision of the services and/or goods relating to the Comparative Quotation you provide;
- (c) you hold all licences, permits, and consents required to be able to provide the services and/or goods specified in the Comparative Quotation provided by you;
- (d) you remain solely responsible and liable to the Customer in all respects as it relates to the provision of the Comparative Quotation and any services and/or works you provide to the Customer.
- 10.7** You must satisfy yourself with any Initial Quotation before requesting the Initial Quotation Particulars and/or providing a Comparative Quotation.
- 10.8** There is no refund of any Fees (including the Quote Information Download Fee) if:-
- (a) you request Initial Quotation Particulars from us and do not provide a Comparative Quotation to the Customer in relation to that Customers Initial Quotation as received through the Application;
- (b) the Customer does not accept your Comparative Quotation and/or does not engage you to undertake the provision of any Services and/or goods on their behalf.
- 10.9** To ensure simplicity and ease of use by Customers you should ensure that any Comparative Quotation provided by you, so far as is reasonably possible:-
- (a) clearly outlines the scope of works or services to be provided by you;
- (b) does not include any prime cost items or provisional sum items;
- (c) clearly outlines the terms upon which you will provide the services and/or goods; and
- (d) the time frame in which you will provide the services and/or goods.
- 10.10** We are not under any circumstances liable to you for any Claim, Loss or Liability you sustain or incur as a result of:-
- (a) the provision by you of any Comparative Quotation;
- (b) any action or inaction of a Customer, including whether a Customer accepts your Comparative Quotation or pays the fees and costs due and payable to you under the terms of your Comparative Quotation or otherwise;
- (c) any other matters relating to the Comparative Quotation or provision of any services and/or goods by you.
- 11. PROVISION UPLOADING OF INFORMATION and documents on the application**
- 11.1** A Customer when uploading an Initial Quotation should always:-
- (a) have all information of the services provider or tradesperson redacted i.e. it should not be visible to anyone (including you or any other Service Provider) who reviews the Initial Quotation;
- (b) not disclose any Confidential Information relating to the Initial Quotation; and
- (c) otherwise contain sufficient information to enable you and other Service Providers to provide comparative quotations to the Customer, should one or more Services Providers wish to do so;
- 11.2** However, we provide no warranty or certainty to you that a Customer will always comply with clause 12.1 of this Agreement. Should any information of the services provider or tradesperson who provided the Initial Quotation not be redacted or the Customer otherwise uploads Confidential Information then you must ensure that all such information is kept in the strictest of confidence by you and without limitation thereof, such information shall be Confidential Information for the purposes of clause 19 of this Agreement. You agree that you will not at any time and for whatever reason make improper use of the Confidential Information acquired by virtue of this Agreement and the Application.
- 11.3** We shall not in any manner be liable for Documents or Information uploaded on the Application or in relation to any Comparative Quotation.
- 12. LIMITED USE LICENCE AND subscription term**
- 12.1** The Licence granted to you under this Agreement is a revocable and conditional limited use licence to use the Application strictly in accordance with the terms of this Agreement.



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- 12.2 The Agreement and Licence granted to you to use the Application in terms of this Agreement will continue until terminated by us or you in terms of this Agreement.
- 12.3 The Agreement shall end at midnight on the last day of the Subscription Period, unless earlier terminated in accordance with this Agreement.
- 13. EARLY TERMINATION OF THE SUBSCRIPTION**
- 13.1 You may terminate this Agreement at any time and if this occurs then:-
- (a) you must immediately uninstall or remove the Application from your Device;
 - (b) you must not use the Application in any manner whatsoever; and
 - (c) you will remain liable for payment of the Subscription Fee up to the last day of the Subscription Period.
- 13.2 We may at any time and for any reason:-
- (a) terminate this Agreement and your ability to use the Application; and
 - (b) require you to uninstall and/or remove the Application from any Device in which it is downloaded onto (or do so from our end if we are able to do so).
- 13.3 If clause 14.2 applies then you will not be liable for any Subscription Fee payable after the date of termination of the Agreement by us. You will not be entitled to a refund of the Sign-Up Fee or any other Fees or amounts payable by you under this Agreement.
- 13.4 If you continue to have access to Application after the midnight on the last day of the Subscription Period:-
- (a) the Agreement shall remain in full force and effect until terminated by either party by notice in writing to the other party, without there being any necessary a period of time for termination in such notice;
 - (b) whichever subscription package you initially agreed to will continue to apply; and
 - (c) you must continue pay us all Fees, including the Subscription Fee, in the manner originally agreed upon at the time you accepted the subscription with us.
- 13.5 Nothing in this clause prevents or restricts you from renewing our subscription with us, in which case this Agreement shall continue to apply in all respects for the renewed Subscription Period.
- 13.6 We do not make any representation or warranties to you about the continued availability of the Application or in relation to the accuracy of the Application.
- 13.7 If we terminate this Agreement then you must immediately uninstall and/or remove the Application from your Device. We may request confirmation from you that you have complied with this clause and you must provide us with such reasonable Information and/or Documents required to verify this.
- 14. PRIVACY STATEMENT**
- 14.1 You acknowledge and agree that any Personal Information or Sensitive Information that you or any Customer provides through the Application is to be used in accordance with the Privacy Statement.
- 14.2 You acknowledge, agree and warrant that:-
- (a) you have read and understood the terms contained in the Privacy Statement;
 - (b) you agree to be bound by the terms of the Privacy Statement; and
 - (c) the Privacy Statement forms part of this Agreement.
- 15. MODIFICATION OF THE APPLICATION**
- 15.1 We reserve the right to suspend, discontinue, enhance, update or modify the Application at any time and without any requirement to provide you with notice in this regard.
- 16. UPDATE OF AGREEMENT TERMS**
- 16.1 We may amend the terms of this Agreement from time to time at our complete discretion.
- 16.2 If we complete any Amendment to the terms of this Agreement then such amendments take effect:-
- (a) immediately for any new uses of the Application; and
 - (b) upon the use of the Application for current users of the Application.
- 16.3 You acknowledge and agree that it is your responsibility to review this Agreement regularly for any Amendment to its terms.
- 16.4 If you do not agree to any Amendment we complete to the terms of this Agreement then you must cease using the Application immediately and uninstall and/or remove the Application from your Device. If this occurs then there shall be no refund of any Fees to you and the Subscription Fee will continue to be payable until the end of the Subscription Period.
- 16.5 We may, at our discretion, require you to accept any Amendment before you continue your use of the Application.
- 17. RISK, DEFECTS and warranty exclusion**
- 17.1 You download and use the Application at your sole risk.
- 17.2 We make no warranty or representations that:-
- (a) the Application will be free of all defects or errors;
 - (b) any Information or Documents available for download (if any) from the Application will be free from viruses or other conditions that could damage or interfere with data, hardware or software owned by you or on your Device.
- 17.3 To the maximum extent permitted by Law, we do not make any representation or warranty (whether express or implied) in relation to the content, accuracy, completeness, accessibility, suitability, safety, security, reliability, or any other aspect of the Application or any Initial Quotation, including but without limitation, the performance of the Application or the loss, damage or corruption of data as a result of the use of the Application or receipt of an Initial Quotation.
- 17.4 To the full extent permitted at Law:-
- (a) we shall not be liable to you for any Loss or Liability howsoever occurred or arising;



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- (b) all implied warranties are excluded; and
- (c) all content and services available through the Application are provided on an “as is” and “as available” basis and without any warranties of any kind, express or implied.
- 17.5 Your sole and exclusive remedy is to terminate this Agreement and to discontinue the use of the Application.
- 18. TITLE TO THE APPLICATION and ownership of intellectual property rights**
- 18.1 We own the Application.
- 18.2 All Intellectual Property relating to the Application is owned by us.
- 18.3 The Licence does not give you any right, title or interest in the Intellectual Property of the Application or any part of the Application.
- 18.4 You must not do anything, or cause anything to be done, which interferes with or breaches any Laws or the Intellectual Property rights associated with the Application.
- 19. CONFIDENTIAL information**
- 19.1 You acknowledge, agree and warrant to us that you will not without our consent in writing first being obtained (unless required at Law) communicate, divulge or use for the benefit of any other person or entity Confidential Information, or permit any third party to have access to the Confidential Information.
- 19.2 You agree, to the fullest extent permitted by Law, to maintain the confidentiality of all Confidential Information and not to divulge any Confidential Information to any external party.
- 19.3 This clause will survive termination or expiration of this Agreement.
- 20. force majeure**
- 20.1 If we are prevented in any way from providing the Application to you (which may include due to epidemic, pandemic, infrastructure failure, natural disaster, acts of God, or any law, order, proclamation, decree or requirement of any government or any authority), then we are excused from such performance to the extent of such prevention, restriction or interference and you must cease using the Application immediately.
- 21. acknowledgements, representations and further warranties by you**
- 21.1 You acknowledge that:-
- (a) you have the power to enter into this Agreement together with all authorisations that may be necessary for you to enter into this Agreement;
- (b) you have had the opportunity to obtain independent legal, financial and other advices on and are satisfied about the terms of this Agreement;
- (c) you have not relied on any advice, recommendation, information or assistance provided by us in relation to the use of the Application except as is expressly provided in this Agreement;
- (d) you have the sole responsibility to satisfy yourself that the Application is suitable for your use.
- 22. ASSIGNMENT OF AGREEMENT**
- 22.1 This Agreement cannot be assigned by you.
- 22.2 We may assign our rights in this Agreement at any time.
- 23. your breach of this agreement, suspension of rights and indemnity**
- 23.1 If you breach any of the terms of this Agreement (or we reasonably suspect that you have or might breach a term of this Agreement) then we may suspend your ability to use the Application and/or to receive Initial Quotation Particulars. If this occurs then we shall not be liable to you for any Loss, costs or other amounts you may incur or suffer. You are also not entitled to a refund of any Fees paid or to be paid by you. When we reasonably believe that the breach has been remedied (or will not occur) then we will reinstate your rights to use the Application and to obtain Initial Quotation Particulars.
- 23.2 You will indemnify us and keep us indemnified from and against any Claim, Loss, Liability, demand, damages, costs or other proceedings whatsoever bought against or incurred by us (including legal costs on an indemnity basis) and any fines arising out of or in connection with any failure by you to perform or comply with any of the terms and conditions of this Agreement or a breach of a warranty under these this Agreement by you.
- 23.3 You hereby waive, release, forgive, discharge and relinquish any and all Claims that you may have against us and our related bodies corporate, directors, officers, employees, contractors, agents and representatives, in connection with, or arising out of, or incidental to, your access to or use of the Application.
- 24. NOTICES**
- 24.1 All notices required or permitted in this Agreement shall be in writing and deemed to have been received:-
- (a) in the case of posting, three (3) business days after posting with postage charges prepaid;
- (b) in the case of delivery by hand, at the time of such delivery;
- (c) in the case of facsimile, at the time of transmission subject to the sender receiving a successful written transmission report.
- (d) in the case of email, at the time of transmission subject to the sender receiving a successful reply transmission statement provided that the email does not contain an attachment or attachments that exceed 7MB.
- 24.2 If the day on which a notice is received falls on a Saturday, Sunday or on a day which is a public holiday in the intended place of receipt, then the notice shall be deemed to have been received on the day next following which is not a Saturday, Sunday or public holiday.
- 24.3 Notices shall be addressed to the parties at the addresses set out in this Agreement or at such other address that a party may require after giving the other parties five (5) business days written notice of that change of address.
- 24.4 Notwithstanding clause 21.1 of this Agreement, if we are required to provide you with any notification under the terms of this Agreement (verbal or written) then we may do so by way of inclusion of a posting on the Application or our website and such notification is deemed to have been received by you at the time of the posting on the Application or our website.



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25. general

- 25.1 This Agreement and any amendment to this Agreement shall be governed by the laws from time to time in force in the State of Queensland.
- 25.2 If any term clause or provision of this Agreement shall be or shall be deemed to be judged invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term clause or provision of this Agreement except only so far as may be necessary to give effect to such invalidity.
- 25.3 No waiver by any party or a right or a default hereunder shall be deemed a waiver by such party of any subsequent right or default whether of a like nature or otherwise and no waiver by us of any of our rights powers or remedies shall be of any effect unless in writing and no waiver by us of any breach shall be or be deemed a waiver of any continuing or recurring breach.
- 25.4 All references to currencies shall mean Australian currency unless otherwise specifically indicated.
- 25.5 This Agreement shall enure for the benefit of and bind the parties hereto and their assigns and successors in title.
- 25.6 You are responsible for all costs and expenses you incur in obtaining any advice you may wish on the terms of this Agreement or the use of the Application.
- 25.7 The parties acknowledge and agree that they have consented to this Agreement being sent and received by facsimile or other electronic methods of communication pursuant to the provisions of the *Electronic Transactions (Queensland) Act 2001*.
- 25.8 Time shall be of the essence of all and any of your obligations under this Agreement and unless otherwise agreed in writing.

26. APPLICATION QUESTIONS AND CONTACT DETAILS

- 26.1 We welcome your comments regarding the Application and this Agreement. If you have any questions or would like further information, please contact us by any of the following means during business hours Monday to Friday.

- | | | |
|-----|------------|-----------------------|
| (a) | Attention: | <00> |
| (b) | Email: | <00> |
| (c) | Post: | <00> |
| (d) | In-App: | 'Contact Us' feature. |

SCHEDULE A

QUOTE BUSTERS PRIVACY STATEMENT

1. GENERAL

- 1.1 This Privacy Statement forms part of the Agreement.
- 1.2 Any terms or words defined in the Agreement have the same meaning in this Privacy Statement, unless the contrary intention appears in this Privacy Statement.
- 1.3 We recognise the importance of your privacy and understand your concerns about the security of your Personal Information and Sensitive Information. We are strongly committed to

protecting your privacy and the Personal Information and Sensitive Information that you may provide to us.

- 1.4 Likewise, the privacy of Customers is important and must be protected at all times. We are equally committed to protecting the privacy and the Personal Information and Sensitive Information that a Customer may provide to us.
- 1.5 This privacy statement describes how we collect, use, disclose and safeguard your privacy and that of our Customers.

2. AUSTRALIAN PRIVACY PRINCIPLES

- 2.1 The APP's are the cornerstone of the privacy protection framework in the Privacy Act and we will comply with these APP's at all times. This includes in relation to:-
- (a) the [collection, use and disclosure](#) of Personal Information and Sensitive Information;
 - (b) an organisation or agency's governance and accountability;
 - (c) integrity and [correction](#) of Personal Information and Sensitive Information; and
 - (d) the rights of individuals to [access](#) their Personal Information.

- 2.2 In short, the APPs aim to ensure that organisations that hold Personal Information about people, handle that information responsibly.

3. INCONSISTENCY WITH PRIVACY ACT

- 3.1 Nothing in this Privacy Statement is intended to impose any obligation on us or you, or contain any term or condition, that does not comply with the provisions of the Privacy Act or other Laws. If any provision of this Agreement does not comply with the provisions of the Privacy Act or other Laws then the relevant term or condition of this Privacy Statement is varied to the extent of that non-compliance.

4. COLLECTION OF YOUR PERSONAL INFORMATION

- 4.1 You must provide identifying and Personal Information when subscribing to the Application through any Device. You may need to provide Sensitive Information, although this is not likely or anticipated.
- 4.2 Personal Information is, generally speaking, information that can be used to identify you. Sensitive Information includes information about someone's race, ethnic origin, political association, regions beliefs, philosophical beliefs or other matters of this sort.
- 4.3 We only collect Personal Information by lawful and fair means and not in an unreasonable or intrusive way.
- 4.4 You are able, at any time, to contact us and gain access to your Personal Information.

5. USE OF YOUR PERSONAL INFORMATION

- 5.1 We will only use your Personal Information for the purposes for which you gave it to us and in accordance with the terms of this Agreement.
- 5.2 You acknowledge and agree that the release of your Personal Information to Service Providers is essential having regard to the nature of the Application and the terms of this Agreement. Your Personal Information is necessary for the provision of the



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Services by us. In this regard, you authorise and permit us to release your Personal Information to any Service Provider. You may be contacted by any Service Provider by utilising your Personal Information.

5.3 We do not share information about you (including Personal Information) without your permission unless it is:-

- (a) necessary in our opinion to enable us to provide the Application to you;
- (b) necessary in our opinion for us to enable us to properly respond to your requests, inquiries, comments or concerns;
- (c) necessary in our opinion to enable us to provide technical, product and other support and help keep the Application, safe and secure;
- (d) to enhance, evaluate and improve the Application;
- (e) required or authorised by Law;
- (f) to one of our professional advisors;
- (g) authorised or permitted under this Agreement;
- (h) pursuant to a Court order;
- (i) required or authorised by an enforcement body;
- (j) to identify and analyze usage trends, including for the purposes of research, audits, reporting and paying royalties and license fees to third-party content providers, which may include but without limitation, Google Analytics;
- (k) to provide you special offers, promotions, surveys and other information about the Application;
- (l) to any Related Corporation, Related Body Corporate or Associate of us; or
- (m) will prevent or lessen a serious and imminent threat to an individual's life, health or safety, or to public health or public safety.

5.4 We may occasionally engage other people or companies to provide services on our behalf, including but not limited to handling customer support enquiries, processing transactions or otherwise. Those people or companies will be permitted to obtain only the Personal Information they need to deliver that service to us and/or to you on our behalf. We will take reasonable steps to ensure that these people or organisations are bound by confidentiality and privacy obligations in relation to the protection of your Personal Information.

5.5 You also consent to us using your Device identifier (if applicable) or browser type/identifier.

6. PUSH NOTIFICATIONS AND EMAILS

6.1 If your Device is a mobile device then you may from time to time be asked if you would like to receive "Push Notifications", which may include alerts, badges, banners and sounds. If you choose to allow Push Notifications then the Application will generate Push Notifications on your mobile device and you acknowledge and consent to receipt of these Push Notifications. You may choose to stop receiving Push Notifications at any time.

6.2 You agree to us sending to you communications by email ("Email Notifications"). You acknowledge and agree that receipt of Email Notifications is dependent on the operation of your Service Provider. You may opt out of receiving Email Notifications at any time.

7. CHANGE OF YOUR PERSONAL INFORMATION

7.1 If at any time you believe that information we hold about you is incorrect, incomplete or inaccurate, then you may request amendment of it and we will either amend the information or make a record of your request, as we deem appropriate. We encourage all requests for access to your Personal Information to be directed for the attention of the Privacy Officer at the contact detailed outlined in this Agreement.

8. PERSONAL INFORMATION SECURITY

8.1 We take reasonable steps to protect your Personal Information as you transmit such information from your Device to our Website and to protect such information from loss, misuse, and unauthorised access, use, modification, disclosure, alteration, or destruction.

8.2 We implement administrative, physical and technical safeguards to protect the confidentiality and integrity of your Personal Information and data which may be transmitted via the internet.

8.3 We use 'cookies' to store information provided by your browser when you visit our Website. This includes the date and time of your visit, the pages accessed and any documents downloaded. This enables us to keep track of Services you use so that, unless you have opted out, we can send you news about those Services. We also use cookies to measure demographic usage patterns to determine which areas of our Website have been visited and to improve our Services.

8.4 However, you should keep in mind that the transmission of any information over the internet is not completely secure or error-free and we are unable to make any guarantee to you in relation to the secure transmission of information by over the internet including via our Website.

9. privacy act

9.1 You agree to comply with the Privacy Act when uploading Information and Documents on the Application.

10. provision of customer information to you

10.1 If you receive Initial Quotation Particulars then you must:-

- (a) comply in all respects with the Privacy Act and all Laws in relation to:-
 - (i) the safeguard and protection of that Initial Quotation Particulars (including all Personal Information of a Customer);
 - (ii) the collection, use and disclosure of Personal Information and Sensitive Information relating to any Customer;
- (b) ensure that the Personal Information and Sensitive Information relating to any Customer is only used for the purposes in which it is provided to you and for no other purpose whatsoever;
- (c) take all reasonable steps to protect the Personal Information of the Customer;
- (d) comply with this Privacy Statement as much as is reasonably possible in relation to all Personal Information and Sensitive Information provided to you in relation to any Customer.



SUPPLIER CONTRACT

11. GOOGLE ANALYTICS

11.1 We may use Google Analytics to collect information about how people use the Device.

11.2 Google Analytics collects information including but not limited to browser type, version and language, operating system, pages viewed while browsing the Website, page access times and

referring website address. This collected information is used solely internally for the purpose of gauging traffic, traffic sources, sales, trends and delivering personalised content to you.

11.3 By agreeing to this Privacy Statement, you consent to the collection of information by Google Analytics.