

Terms and Conditions

This Agreement is entered into between **Sales IQ Global Pty Ltd (ABN 35 635 880 741)** (we, us or our) and you, the person, organisation or entity described in the Schedule or on our Site (you or your), together the Parties and each a Party.

This Agreement forms the agreement under which we agree to provide to you the Services. Please read this Agreement carefully. If you have any questions, please contact us using the contact details in the Schedule or on our Site, before accepting this Agreement.

Background

- A. Our product is an eLearning and sales enablement platform, optionally supported by a global network of independent partners. The platform incorporates methodologies, frameworks, tools, templates and content designed to assist in effective sales and account management, while improving the skills and results of subscribed learners who are Authorised Users.
- B. You have requested, and we have agreed to supply those Services as set out in this Agreement.

1 Acceptance

- 1.1 You accept this Agreement by the earlier of:
 - (a) signing and returning this Agreement to us;
 - (b) confirming by email that you accept this Agreement;
 - (c) confirming that you accept this Agreement via the platforms or applications through which we provide this Agreement to you, including our website;
 - (d) instructing us (whether orally or in writing) to proceed with the provision of the Services; and
 - (e) making part or full payment of the Fees.
- 1.2 This Agreement will commence on the Start Date and will continue until the End Date, unless earlier terminated in accordance with its terms (Term).

2 Services

- 2.1 In consideration of your payment of the Fees, we will provide the Services in accordance with this Agreement, whether ourselves or through our Personnel.
- 2.2 We warrant and agree that we will use reasonable effort to ensure all of our obligations under this Agreement will be carried out
 - (a) by suitably competent and trained Personnel; and
 - (b) in an efficient and professional manner.
- 2.3 Our Services may also contain a marketplace where you can be introduced to providers of goods and/or services. We provide the Services to users (including hosting and maintaining the Services), to assist you and service providers to form contracts for the supply of goods and/or services (Third Party Services).
- 2.4 You understand and agree that we only make available the Services and not the Third Party Services. We are not party to any agreement entered into between you and a service provider and we have no control over your conduct or that of the service provider or any other user of the Third Party Services.

3 Accounts

- 3.1 We or the Site will create an Account for you, in order for you and your Authorised Users' to access and use the Services, including the SaaS Services.
- 3.2 You must ensure that any information you provide to us, or we request from you, for your Account, is complete and accurate and you are authorised to provide this information to us.
- 3.3 You are the Account owner and regardless of any change in any contact details, you will remain responsible for your Account, as set out in this Agreement. If you wish to change the Account owner you must provide us with a written request to transfer the ownership of the Account to the incoming party, which must also include the incoming party's written consent to take over full responsibility for the Account, in a form acceptable to us.

- 3.4 It is your responsibility to keep your Account details confidential. You are responsible for all activity on your Account, including activity by Authorised Users and for ensuring that any activities on your Account comply with this Agreement.

- 3.5 We are not responsible for the management or administration of your Account or your Authorised Users.

4 Licence and restrictions on use

- 4.1 Subject to the payment of any applicable Fees and your and your Authorised Users' compliance with this Agreement, we grant you a non-exclusive, non-transferable, non-sublicensable, personal and revocable licence to access and use the Services for the Term in accordance with any Authorised Limits, for your use and enjoyment of the Services, as contemplated by this Agreement (Licence).
- 4.2 You must not and must ensure your Authorised Users do not access or use the Services except as permitted by the Licence and you must not (and must not permit any other person to) use the Services in any way which is in breach of any applicable Laws or which infringes any person's rights, including Intellectual Property Rights, including to:
 - (a) use the Services to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;
 - (b) use the Services in any way that damages, interferes with or interrupts the supply of the Services;
 - (c) introduce malicious programs into our hardware and software or Systems, including viruses, malware, ransomware, trojan horses and e-mail bombs;
 - (d) reveal or allow others access to your Account's password or authentication details or allow others to use your Account or authentication details (other than Authorised Users);
 - (e) carry out security breaches or disruptions of a network, including accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
 - (f) use any program, script, command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the Services;
 - (g) if applicable, send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages, or use the Services in breach of any person's privacy (such as by way of identity theft or "phishing"); or
 - (h) circumvent user authentication or security of any of our Services, networks, accounts or hosts or those of our other users.

5 Authorised Limits

- 5.1 You agree that the Licence permits you to access and use the Services in accordance with Authorised Limits as set out in the Schedule or on our Site (if applicable).
- 5.2 You may, at any time, request for an increase in the Authorised Limits (Variation Request) by providing a written notice (including by email) to us.
- 5.3 We will not be obliged to comply with a Variation Request unless we accept the Variation Request, and you accept any variation to the Fee to effect the Variation Request (Fee Variation).
- 5.4 You may accept the Fee Variation in writing (including by email) and after your acceptance:
 - (a) you agree to pay the relevant amount of the Fee Variation on a pro-rata basis for the then-current billing period; and
 - (b) we will apply the Fee Variation to any subsequent billing periods in the Term, which will be considered the new Fee for the purpose of this Agreement.

6 Third Party Inputs

- 6.1 You agree that the provision of the Services may be contingent on, or impacted by, Third Party Inputs.
- 6.2 You agree that the Services may include Third Party Inputs that may interface, or interoperate with, the Services, including third party software or services (for example, Google Maps APIs).
- 6.3 To the extent that you choose to use such Third Party Inputs, you are responsible for:
- the purchase of;
 - the requirements; and
 - the licensing obligations,
- related to the applicable Third Party Input, including third party software and services.
- 6.4 You agree that the benefit of the Third Party Input's interface, or interoperation with, the Services, is subject to your compliance with clause 6.3.

7 Support Services

- 7.1 During the Term, we will provide you Technical Support Services, via email and/or telephone, or as otherwise agreed between the Parties, provided that where required, you assist us in investigating and ascertaining the cause of the fault and provide us with access to all necessary information relevant to the fault (including what you have done in relation to the fault).

8 Additional Services

- 8.1 You may request Additional Services, including bespoke customisation to the scope or functionality of the Services, by providing a written notice (including by email) to us.
- 8.2 We may, at our discretion, provide you with written notice in the form of a scope of services, a proposal or a statement of work (as applicable) covering the Additional Services requested and any further fee required for us to undertake the Additional Services.
- 8.3 If you agree to the scope of services, proposal or statement of work (as applicable), for the Additional Services, then we will provide the Additional Services to you in consideration for payment of the additional fee, which will form part of the Fees.

9 Payment

- 9.1 You agree to pay us the Fees, and any other amounts payable to us under this Agreement, in accordance with the Payment Terms.
- 9.2 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
- immediately cease or suspend the provision of the Services, and recover as a debt due and immediately payable from you, our additional costs of doing so;
 - charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms; and
 - engage debt collection services and/or commence legal proceedings in relation to any such amounts.
- 9.3 If you rectify such non-payment within a reasonable time after the Services have been suspended, then we may, at our discretion, recommence the provision of the Services as soon as reasonably practicable.
- 9.4 The Fees are non-refundable. To the maximum extent permitted by law, there will be no refunds or credits for any unused Licence (or part thereof).

10 Privacy

- 10.1 You are responsible for the collection, use, storage and otherwise dealing with Personal Information related to your business and all matters relating to the Customer Data.
- 10.2 You must, and must ensure that your Personnel and your Authorised Users, comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any privacy or

anti-spam Laws applicable to you in respect of all Personal Information collected, used, stored or otherwise dealt with under or in connection with this Agreement.

11 Data Breach

- 11.1 To the extent the notifiable data breaches scheme under Part IIIC of the *Privacy Act 1988* (Cth) (Notifiable Data Breaches Scheme) applies to us, if we become aware of a Customer Data incident (Customer Data Incident) we will:
- retain system logs and other information that may be relevant to the Customer Data Incident, or to assessing the cause or impact of the Customer Data Incident; and
 - within 30 days, prepare an assessment to determine whether there are reasonable grounds to believe that a Customer Data Incident has occurred.
- 11.2 Where you suspect that a Customer Data Incident has occurred, we will, within 30 days of receiving notice from you that you suspect that a Customer Data Incident has occurred, prepare an assessment to determine whether there are reasonable grounds to believe that a Customer Data Incident has occurred, and the costs of such assessment must be paid by you.
- 11.3 If, as a result of our assessments as set out in clauses 11.1(b) or 11.2, we believe a Customer Data Incident has occurred that we consider to be notifiable under the Notifiable Data Breaches Scheme, we will notify you of the Customer Data Incident by telephone or email and provide notice to the Office of the Australian Information Commissioner of such Customer Data Incident in accordance with the Notifiable Data Breaches Scheme and we will be the sole Party to notify the individuals who are likely to be at risk of serious harm arising from the Customer Data Incident. Alternatively, where we do not have the contact details of affected individuals, we will provide you with a statement to provide to affected individuals.

12 Confidential Information

- 12.1 Each Receiving Party agrees:
- not to disclose the Confidential Information of the Disclosing Party to any third party;
 - to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and
 - to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose.
- 12.2 The obligations in clause 12.1 do not apply to Confidential Information that:
- is required to be disclosed in order for the Parties to comply with their obligations under this Agreement;
 - is authorised to be disclosed by the Disclosing Party;
 - is in the public domain and/or is no longer confidential, except as a result of a breach of this Agreement; or
 - must be disclosed by Law or by a regulatory authority, including under subpoena.
- 12.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 12. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 12.
- 12.4 This clause 12 will survive the termination of this Agreement.

13 Intellectual Property Rights

- 13.1 You agree that all Intellectual Property Rights:
- in the Services, including the Software and SaaS Services;
 - in the Intellectual Property developed, adapted, modified or created by us, or our Personnel (including in connection with this Agreement, the Software and the SaaS Services and any machine learning algorithms output from the Services); and
 - Feedback,

will at all times vest, or remain vested, in us (or, if applicable, our third party service providers). To the extent that ownership of the Intellectual Property Rights do not automatically vest in us, you agree to do all acts necessary or desirable to assure our title to such rights.

- 13.2 You agree that we may use Feedback in any manner which we see fit (including to develop new features) and no benefit will be due to you as a result of any use by us of any Feedback.
- 13.3 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Your Materials, solely for the purposes for which they were developed and for the performance of our obligations under this Agreement, as contemplated by this Agreement.
- 13.4 You will have no right to use, reproduce, modify, distribute, perform, display, or in any other way provide access to Our Materials, except as expressly set forth in this Agreement.
- 13.5 You agree that Our Materials are our confidential information and you may only use the Services for your personal use and have no right to reproduce, modify, distribute, perform, display, or in any other way provide access to Our Materials to any other person or entity.
- 13.6 You must not whether directly or indirectly, without our prior written consent:
- copy or use, in whole or in part, any of our Intellectual Property;
 - reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party;
 - reverse assemble, reverse engineer, reverse compile or enhance the Services;
 - attempt to discover the source code or object code or underlying structures, ideas, know-how or algorithms in relation to the Services, the data or documentation;
 - breach any Intellectual Property Rights connected with the Services, including altering or modifying any of our Intellectual Property;
 - cause any of our Intellectual Property to be framed or embedded in another website; or create derivative works from any of our Intellectual Property;
 - resell, assign, lease, hire, sub-license, transfer, distribute or make available the Services to third parties;
 - “frame”, “mirror” or serve any of the Services on any web server, computer or server over the internet or any other network; and
 - alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the Services.
- 13.7 Our Materials are not comprehensive and are for general information purposes only. It does not take into account your specific needs, objectives or circumstances, and is not advice. While we use reasonable attempts to ensure the accuracy and completeness of Our Material, to the extent permitted by law, we make no representation or warranty regarding Our Material. Our Material is subject to change without notice. We do not undertake to keep our Platform up-to-date and we are not liable if Our Material is inaccurate or out-of-date.
- 13.8 This clause 13 will survive the termination or expiry of this Agreement.

14 Analytics

- 14.1 Despite anything to the contrary, we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Services, in an aggregated and anonymised format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it:
- does not contain identifying information; and
 - is not compiled using a sample size small enough to make the

underlying Customer Data identifiable.

- 14.2 We and our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all Intellectual Property Rights in the foregoing.

15 Customer Data

- 15.1 You grant us a limited licence to copy, transmit, store and back-up or otherwise access the Customer Data during the Term and for a reasonable period after the Term to:
- supply the Services (including for back-ups) to you (including to enable you, your Authorised Users and your Personnel to benefit from the Services);
 - diagnose problems with the Services;
 - develop other services, provided we de-identify the Customer Data;
 - enhance and otherwise modify the Services, and
 - as reasonably required to perform our obligations under this Agreement.
- 15.2 You must, at all times, ensure the integrity of the Customer Data and that your use of the Customer Data is compliant with all Laws.
- 15.3 You represent and warrant that:
- you have obtained all necessary rights, releases and permissions to provide all your Customer Data to us and to grant the rights granted to us in this Agreement;
 - the Customer Data is accurate and complete;
 - the Customer Data (and its transfer to and use by us as authorised by you) under this Agreement does not violate any Laws (including those relating to export control and electronic communications) or rights of any third party, including any Intellectual Property Rights, rights of privacy, or rights of publicity; and
 - any use, collection and disclosure authorised in this Agreement is not inconsistent with the terms of any applicable privacy policies.
- 15.4 We assume no responsibility or Liability for the Customer Data. You are solely responsible for the Customer Data and the consequences of using, disclosing, storing or transmitting it. It is your responsibility to back up the Customer Data.
- 15.5 You acknowledge and agree that the operation of the Services is reliant on the accuracy of the Customer Data, and the provision of inaccurate or incomplete Customer Data by you may affect the use, output and operation of the Services.
- 15.6 We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use the Downloaded Templates that we provide to you solely for the purposes for which they were developed and for your use and enjoyment of the Services, as contemplated by this Agreement during the Term and if applicable after the Term (as set out below).
- 15.7 The licence to you in clause 15.6 will survive the termination of this Agreement for any reason other than termination:
- due to a breach by you of this Agreement (including failing to pay the Fees for the entire Term); and
 - as set out in clauses 20.1(a)(i), 20.1(a)(ii) and 20.1(a)(iv).

16 Warranties

- 16.1 You warrant and agree that:
- there are no legal restrictions preventing you from entering into this Agreement;
 - you are not and have not been the subject of an Insolvency Event;
 - you will cooperate with us and provide us with all assistance, resources, data, people, information, facilities, access and documentation that is reasonably necessary to enable us to perform the Services and as otherwise requested by us, from time to time, and in a timely manner;

- (d) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete and that we will rely on such information and documentation in order to provide the Services;
- (e) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in this Agreement;
- (f) you will inform us if you have reasonable concerns relating to our provision of the Services under this Agreement, with the aim that the Parties will use all reasonable efforts to resolve your concerns;
- (g) you are responsible for obtaining, and providing to us in a timely manner, any consents, licences, authorities and permissions from third parties necessary for the Services to be provided in accordance with this Agreement, at your cost;
- (h) the Services are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, our Services to third parties without prior written consent;
- (i) you will be responsible for the use of any part of the Services, and you must ensure that no person uses any part of the Services to break any Law or infringe any person's rights (including Intellectual Property Rights) or in any way that damages, interferes with or interrupts the supply of the Services;
- (j) you have reviewed this Agreement, including our Privacy Policy, and you understand them and will use the Services in accordance with them;
- (k) you have the authority to act on behalf of any person or entity for whom you are using the Services and you are deemed to have agreed to this Agreement on behalf of any entity for whom you use the Services; and
- (l) you have all the hardware, software and services which are necessary to access and use the Services, including any required operating systems as set out on the Site.

17 Australian Consumer Law

- 17.1 Certain legislation, including the ACL, and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**).
- 17.2 If the ACL applies to you as a consumer, nothing in this Agreement excludes your Statutory Rights as a consumer under the ACL. You agree that our Liability for the Services provided to an entity defined as a consumer under the ACL is governed solely by the ACL and this Agreement.
- 17.3 Subject to your Statutory Rights, we exclude all express and implied warranties, and all material, work and services (including the Services) are provided to you without warranties of any kind, either express or implied, whether in statute, at Law or any other basis.
- 17.4 This clause 17 will survive the termination or expiry of this Agreement.

18 Limitations on Liability

- 18.1 Despite anything to the contrary, to the maximum extent permitted by law:
 - (a) neither Party will be liable for any Consequential Loss;
 - (b) each Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel); and
 - (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us repaying you the amount of the Fees paid by you to us in the immediately preceding 12 months for the supply of the relevant Services to which the Liability relates.

- 18.2 This clause 18 will survive the termination or expiry of this Agreement.

19 Exclusions to Liability

- 19.1 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability, caused or contributed to by, arising from or connected with:
 - (a) loss of, or damage to, any property or any injury to or loss to any person;
 - (b) the Computing Environment;
 - (c) your or your Personnel's acts or omissions;
 - (d) any use or application of the Services by a person or entity other than you, or other than as reasonably contemplated by this Agreement;
 - (e) any work, services, goods, materials or items which do not form part of the Services (as expressed in this Agreement), or which have not been provided by us;
 - (f) any Third Party Inputs;
 - (g) the Services being unavailable, or any delay in us providing the Services to you, for whatever reason; and/or
 - (h) any event outside of our reasonable control.
- 19.2 You acknowledge and agree that:
 - (a) you are responsible for all users using the Services, including your Personnel and your Authorised Users;
 - (b) you use the Services and any associated programs and files at your own risk;
 - (c) the technical processing and transmission of the Services, including Customer Data, may be transferred unencrypted and involves:
 - (i) transmissions over various networks; and
 - (ii) changes to conform and adapt to technical requirements of connecting networks or devices;
 - (d) we may use third party service providers to integrate with the Services or to host the SaaS Services. If the providers of third party applications or services cease to make their services or programs available on reasonable terms, we may cease providing any affected features without Liability or entitling you to any refund, credit, or other compensation;
 - (e) the Services may use third party products, facilities or services. We do not make any warranty or representation in respect of the third party products, facilities or services;
 - (f) we do not guarantee that any file or program available for download and/or execution from or via the Services is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used;
 - (g) we are not responsible for the integrity or existence of any data on the Computing Environment, network or any device controlled by you, your Authorised Users or your Personnel; and
 - (h) we may pursue any available equitable or other remedy against you if you breach any provision of this Agreement.
- 19.3 This clause 19 will survive the termination or expiry of this Agreement.

20 Termination

- 20.1 This Agreement will terminate immediately upon written notice by:
 - (a) us, if:
 - (i) you (or any of your Personnel) breach a material term of this Agreement and that breach has not been remedied within 10 Business Days of being notified by us;
 - (ii) you fail to provide us with clear or timely instructions or information to enable us to provide the Services;

- (iii) for any other reason outside our control which has the effect of compromising our ability to provide the Services; or
 - (iv) you are unable to pay your debts as they fall due; and
 - (b) you, if we:
 - (i) are in breach of a material term of this Agreement, and that breach has not been remedied within 10 Business Days of being notified by you; or
 - (ii) are unable to pay our debts as they fall due.
- 20.2 Upon expiry or termination of this Agreement:
- (a) we will immediately cease providing the Services;
 - (b) we will be entitled to permanently delete all Customer Data within 1 month from expiry or termination of this Agreement;
 - (c) we will provide any further disengagement services at our then-current rates, and such further disengagement support services must be agreed in writing by the Parties;
 - (d) you agree that any payments made are not refundable;
 - (e) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement;
 - (f) pursuant to clauses 20.1(a)(i), 20.1(a)(ii) or 20.1(a)(iv), you also agree to pay us additional costs arising from, or in connection with, such termination; and
 - (g) immediately return (where possible) or delete or destroy (where not possible to return), any of our property (including any of our Confidential Information and Intellectual Property).
- 20.3 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.
- 20.4 This clause 20 will survive the termination or expiry of this Agreement.

21 Taxes

- 21.1 You will bear all country, provincial, government, state and local sales, use, goods and services, value added, excise, privilege and similar levies/taxes.

22 General

- 22.1 **Access:** The Services may be downloaded, installed or accessed in Australia and overseas. We make no representation that the Services comply with the Laws (including Intellectual Property Laws) of any country outside of Australia. If you access the Services from outside Australia, you do so at your own risk and you are responsible for complying with the Laws in the place you access the Services.
- 22.2 **Amendment:** This Agreement may only be amended by a written instrument executed by the Parties.
- 22.3 **Assignment:** A Party must not assign or deal with the whole or any of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 22.4 **Counterparts:** This Agreement may be executed in any number of counterparts that together will form one instrument.
- 22.5 **Dispute:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (Dispute) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree on how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Queensland Law Society to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

- 22.6 **Email:** You agree that we are able to send electronic mail to you and receive electronic mail from you. You release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.
- 22.7 **Entire agreement:** This Agreement contains the entire understanding between the Parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 22.8 **Exclusivity:** The Services will be provided to you on a non-exclusive basis.
- 22.9 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.
- 22.10 **Governing law:** This Agreement is governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 22.11 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email and will be deemed to have been served on the expiry of 3 Business Days in the case of post, or at the time of transmission in the case of transmission by email.
- 22.12 **Publicity:** You agree that we may advertise or publicise the broad nature of our provision of the Services to you, including on our website or in our promotional material, with your prior written consent.
- 22.13 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 22.14 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions.

23 Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in this Agreement, the Schedule or on our Site, and:

Account means an account accessible to you and your Authorised Users to use the Services, including, the SaaS Services;

ACL or Australian Consumer Law means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth), as amended, from time to time;

Additional Services means any Services not set out in the Services description in the Schedule or on our Site which we agree to provide to you;

Agreement means these terms and conditions, all schedules (including the Schedule or any additional terms set out on the Site), annexures and attachments included, or referred to, in this agreement;

Authorised Limits means the limits on the use of the Services as detailed in the Schedule under the title "Services" or as set out on our Site;

Authorised User, if applicable, means a user permitted to access and use the Services under your Account, as further particularised in the Schedule or on our Site;

Business Day means a day on which banks are open for general bank business in Queensland, excluding Saturdays, Sundays and public holidays;

Computing Environment means your computing environment including all hardware, software, information technology and telecommunications services and Systems;

Confidential Information includes information which:

- (a) is disclosed to the Receiving Party in connection with this Agreement at any time;
- (b) is prepared or produced under or in connection with this Agreement at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or
- (d) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information;

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise;

Customer Data means the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you, your Personnel or your Authorised Users into the Services or stored by the Services or generated by the Services as a result of your use of the Services;

Downloaded Templates means templates permitted by us to be downloaded by you from the Site (for example ideal customer profiles, buyer persona, prospect outreach frameworks);

Feedback means any idea, suggestion, recommendation or request by you or any of your Personnel or your Authorised Users, your customers, whether made verbally, in writing, directly or indirectly, in connection with the Services;

Implementation Services means part of the Services which we provide to you, to assist you with the implementation of the SaaS Services, if applicable, and as set out in the Schedule or on our Site;

Insolvency Event means any of the following events or any analogous event:

- (a) a Party disposes of the whole or any part of the Party's assets, operations or business other than in the ordinary course of business;
- (b) a Party ceases, or threatens to cease, carrying on business;
- (c) a Party is unable to pay the Party's debts as the debts fall due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;
- (e) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party's creditors or any class of a Party's creditors; or
- (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business;

Intellectual Property means any copyright, registered and unregistered trade marks, designs (whether or not registered or registrable), domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing;

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any person with the

authority to bind the relevant Party in connection with this Agreement or the provision of the Services, and includes the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth);

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise;

Licence is defined in 4.1.

Our Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned, licensed or developed by or on behalf of us or our Personnel;

Payment Terms means the payment terms as set out in the Schedule or on our Site;

Personal Information is defined in the *Privacy Act 1988* (Cth) and also includes any similar term as defined in any other privacy law applicable to you;

Personnel means, in respect of a Party, any of its employees, consultants, partners, suppliers, subcontractors or agents;

Privacy Policy means any privacy policy set out on our Site;

SaaS Services means our Software as a service as described in the Schedule or on the Site;

Schedule means the schedule attached to these terms and conditions;

Services means the Software, the SaaS Services, any Implementation Services, any Technical Support Services as further particularised in the Schedule or on our Site and any Additional Services requested throughout the Term;

Site means the website located at <https://salesiqglobal.com/>, and may be available through other addresses and channels;

Software means the software used to provide any of the SaaS Services, and includes any instructions in hard copy or electronic form and any update, modification or release of any part of that software after this Agreement is entered into by the Parties;

Start Date means the date this Agreement is accepted in accordance with its terms;

System means all hardware, software, networks and other IT systems used by a Party from time to time, including a network;

Third Party Inputs means third parties or any goods and services provided by third parties, including customers, end users, suppliers, transportation or logistics providers or other subcontractors which the provision of the Services may be contingent on, or impacted by;

Training means any training as set out in the Schedule or on our Site; and

Your Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned, licensed or developed by or on behalf of you or your Personnel before the Start Date and/or developed by or on behalf of you or your Personnel independently of this Agreement.

24 Interpretation

24.1 In this Agreement, unless the context otherwise requires:

- (a) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;

- (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (g) a reference to time is to local time in Sydney; and
- (h) a reference to \$ or dollars refers to the currency of Australia from time to time