

This is an agreement between

1. Data Wise Services Pty Ltd (ABN: 95 603 649 074), with registered address in NSW 2170. The terms "we", "us", "our" and "Data Wise" refers to Data Wise Services Pty Ltd. and
2. the Customer . The term "you" and "your" refers to the Customer

Acknowledgment by the Customer

The Customer acknowledges and agrees to the following:

- The Agreement governs the use of the Web Service – AddressVerify - by the Customer.
- The individual accepting the Agreement confirms that it is authorised to do so, as an agent on behalf of the Customer.
- The Service and Software Materials are licensed to the Customer. The Service and Software Materials are, and remain the property of Data Wise and its third party licensors.
- By in any way installing, activating, copying or otherwise using the Service or Software Materials, or any part of them, the Customer agrees to be bound by the terms of this Agreement. If the Customer does not agree to the terms of this Agreement, the Customer may not install, activate, copy or in any way use the Service or Software Materials, or any part of them.

1 Interpretation

1.1 Definitions

"Agreement" means this agreement for the use of AddressVerify service provided by Data Wise Services Pty Ltd

"Authorization ID" means user id or any id/key issued by Data Wise to the customer to allow access to the Service

"Credit" means a pre-paid credit purchased by the Customer from Data Wise, and which is identified by Data Wise at the time of purchase as a 'credit'.

"Customer" means the organisation named as the 'Customer' or 'Business' or 'Company' in either:

1. the registration form for use of the Service and Software Materials;
2. the Agreement.

"Data Wise" refers to Data Wise Services Pty Ltd

"Licensor" means a third party licensor of the Database or any of the Software Materials.

"Service" means AddressVerify Web service provided by Data Wise Services Pty Ltd

"Software Materials" means the Software and the Documentation.

"Subscription Fee" means a payment made by the Customer for the use of the respective Service for the respective Subscription Period, which may consist of Credits and/or Licence Fees.

"Subscription Period" means the respective limited time period during which the Customer may use the respective Service, as determined by the payment made to the Supplier in respect of such Service.

"Web Service" means as defined by "Service" above

2 Subscription

Grant of Licence

- 2.1 Data Wise hereby grants to the Customer the non-exclusive, non-transferable, revocable right for the Subscription Period to use the Service, subject to the terms and conditions referred to in this Agreement.

Prohibitions

- 2.2 This Agreement prohibits the Customer from re-selling (whether for free or by charging) the Service Output or Service.
- 2.3 The Customer agrees that it may not undertake any of the following acts (except to the extent expressly permitted by law or as expressly permitted separately in writing by Data Wise):
- 2.4 use the Service to provide any software or a service which competes with the Software Materials or Service;
- 2.5 undertake any data cleansing activities other than to the extent expressly permitted by the respective Third Party Contracts;
- 2.6 make use of the Service (whether through an application or an integration or otherwise) which would adversely affect the reputation of: Data Wise; the Licensors; or Data Wise' or the Licensors' services or offerings; or
- 2.7 any act or omission which has the objective of circumventing the intention of any of the restrictions within the Agreement.

Retention of Title and Ownership of the Software Materials

- 2.8 Data Wise and its third party licensors retain title and ownership of the Software Materials. No intellectual property rights (including without limitation copyright) are transferred pursuant to this Agreement other than the licence to use the Software Materials and Service as expressly granted by this Agreement. All rights in the Software Materials and Service not specifically granted in this Agreement are reserved by Data Wise and its licensors.

3 Assurances

Provision of Software Materials

- 3.1 Subject to the other provisions of the Agreement, Data Wise agrees that:
- 3.2 it will use reasonable endeavours during the respective Subscription Period to:
- 3.3 ensure that the Software which is made available by Data wise to be used as part of the Service is free of viruses;
- 3.4 allow access to the respective Service during the relevant Subscription Period, subject to any maintenance, or matters outside Data Wise' reasonable control, as the Customer acknowledges that from time to time events may occur which affect the availability of the Service due to the nature of the internet, IT equipment and media;
- 3.5 make available updates to the Database, where such updates are provided by its Licensors.

Errors in Software and Data

- 3.6 The Customer agrees to the following:
- 3.7 that software and data in general are not error-free and agrees that the existence of such errors in the Software, Service or Service Output shall not constitute a breach of this Agreement;

- 3.8 where the software integration code which is made available by Data Wise on the Data Wise Website, is provided on a free of charge basis, the Customer agrees that such software integration code is provided on an 'as is' basis, without any assurance (including without limitation any warranty) whatsoever, and therefore no assurance whatsoever is provided (without limitation) in respect of its suitability, performance, functionality, quality or otherwise. The Customer agrees that its sole and exclusive remedy in respect of such software integration code is to simply cease using such software integration code;
- 3.9 if any third party makes any updates to its software or platform, such that this causes an issue in respect of the Software or Service, then the Customer accepts that this is not an issue with the Software or Service itself, nor a breach by Data Wise of any of its obligations under this Agreement. However, Data Wise may at its sole discretion, choose to provide any updates to the Data Wise Offering to address any compatibility issues caused by any third party changes.

Database

- 3.10 The Customer acknowledges that in view of the fact that the Database contains third party data, the data in the
- 3.11 Database is provided on an 'as is' basis, and no assurance in respect of it is provided (including without limitation any assurance with regard to its correctness, accuracy, completeness, fitness for any purpose, or otherwise). This exclusion of assurances applies only to the extent permitted by law.

Data Wise Offering

- 3.12 Data Wise warrants for the respective Subscription Period that the respective Service is made available to the Customer, that the Data Wise Offering will materially function in accordance with its Documentation. In the event that the Data Wise Offering does not function in material accordance with the Documentation, and the Customer notifies Data Wise of the non-compliance, Data Wise shall use reasonable endeavours to correct and provide within a reasonable period of time by patch or new release (at its option) that part of the Data Wise Offering which does not so comply, provided that such non-compliance has not been caused by:
- 3.13 any modification, variation, configuration or addition to the Software or Service not performed by Data Wise;
- 3.14 its incorrect use, abuse or corruption of the Software or Service by the Customer or its third parties;
- 3.15 use of the Software or Service with other software, data or on equipment with which it is incompatible; or
- 3.16 as a result of the third party updates referred to in Clause 3.9.

Customer Obligations

- 3.17 The Customer agrees:
- 3.18 to supervise and ensure use of the Services in accordance with the terms of this Agreement;
- 3.19 to ensure that no third party who is not authorised by this Agreement to access the Software Materials or Services, is provided with such access by the Customer (whether such access is provided deliberately or negligently);
- 3.20 to ensure that any of the Customer's systems that rely upon the use of the Software or Services for data entry or data lookup, also have a reasonable alternative manual means to continue to operate in the event that the Software Materials and Services are unavailable;
- 3.21 to ensure that the Customer's technical implementation to use the Services use only the provided Service endpoints (Service URL) that make use of the standard Data Wise load balanced service (details of how to do this are available upon request from Data Wise);
- 3.22 that Data Wise may block any Service use, which violate Data Wise' fair use policy in force from time to time;
- 3.23 not to undertake any act or omission, or use or otherwise make available the Software Materials or Service in a way, which would cause Data Wise to be in breach of the Third Party Licences; and

- 3.24 not to undertake any act or omission, or use or otherwise make available the Software Materials or Service in a way, which would cause the Customer to be in breach of the Third Party EULAs.

4 Charges and Payment

Charges

- 4.1 The charges (and the basis for calculation and the respective due dates) for the Services are set out on the Data Wise Website (as updated from time to time), or if different in a Data Wise Quote Sheet or on a Data Wise written request for payment.
- 4.2 The charges which are applicable in respect of the services are:
- 4.3 Subscription Fees for access to the respective Services
- 4.4 All prices are in Australian Dollars (AUD) and are exclusive of GST. We endeavour to ensure that our price list is current. Our price list can be accessed from our home page and we reserve the right to amend our prices at any time subject to Clause 4.10

Making Payments

- 4.5 All payments are due in accordance with the provisions referred to in Clause 4.1.
- 4.6 The Customer confirms that it expressly authorises Data Wise (or the Authorised Affiliate Partner at Data Wise' discretion), to take payment from the Customer if the auto recharge option has been set for the Customer (the recharge amount is deemed to be a new Credit) by the relevant due date or when all the credit is expended; whichever is earlier, with payments being automatically debited to the respective credit card or debit card (where such payment methods are provided as part of the registration process (as such details are updated in the Account Section thereafter by the Customer from time to time)) at the respective intervals or dates, in order to meet the payment requirements of the respective Service. For the avoidance of doubt, if the Customer's payment method cannot be debited or is declined, then the Customer will still be liable for the respective charges which are due. Subject to the other provisions of this Agreement, Credit applied by auto recharge cannot be refunded.

Late or Non-Payment

- 4.7 Without prejudice to Data Wise' rights and remedies, to the extent that the Customer fails to make any payments on time, Data Wise may:
- 4.8 charge the Customer interest in accordance with the applicable statutory provisions; and/or
- 4.9 suspend and/or terminate any of the Customer's Services.

Variation of Charges

- 4.10 The Customer acknowledges that Data Wise may vary the charges applicable pursuant to this Agreement, from time to time (including without limitation, due to the ability of certain of its Licensors to vary the charges to Data Wise, its customers, or its resellers, pursuant to the Third Party Licences). The Customer agrees that once it is informed of any such increase in charges and the date that the charges will be effective from (the "New Charges Date"), it will be deemed to accept such changes in the charges if it continues to use the respective Service affected by the change in charges from or after the New Charges Date.

Refunds by Data Wise and credit Expiry

- 4.11 Details of refunds are included in Clause 10.29
- 4.12 Except as expressly stated in this Agreement, no refunds are available in respect of any Credit or other charges.

- 4.13 The Customer acknowledges that the Credit has an expiry date, following which any unused Credit will no longer be usable and nor will it be refunded, so it is the Customer's responsibility to use the Credit within the respective period that the Credit is valid for, as the Credit simply provides the Customer with a right to use the respective Service (subject to payment of any additional Licence Fee where applicable) prior to the expiry date for the respective Credit.

Credits

- 4.14 A Credit is valid for the earlier of:
- 4.15 Validity period of the plan purchased by the Customer. Please refer to our web site pricing page for different purchase Plans available to purchase; or
- 4.16 when the credit has been fully expended ; or
- 4.17 Subject to Clause 12, the Customer acknowledges that the credit is not transferrable to third parties, nor may it be used for the benefit of third parties by the Customer.

5 Access

Authorization ID and key

- 5.1 Once the Customer's request to use the Services is accepted by Data Wise, the Customer will be given a unique Authorization ID and shall be granted a non-exclusive, non-transferable, licence to use the software Services in respect of which it has agreed to pay the relevant Subscription Fees.

Customer's Confirmation of Accuracy of Registration Details

- 5.2 The Customer confirms that all information which it provides to use the respective Service and any additional information which it provides pursuant to this Agreement, will at the time it is provided (and will continue to) be accurate and complete. If the information becomes inaccurate, incomplete or misleading any time thereafter, then (without prejudice to Data Wise' additional rights and remedies), the Customer will promptly update its details in the Account Section, to ensure that its details remain accurate and complete. The Customer also agrees that it will promptly notify Data Wise in writing if it ceases to use, or changes, its Authorised Sales Associate.
- 5.3 The Customer acknowledges, without prejudice to Data Wise' additional rights and remedies, that any failure to comply with Clause 5.2 may result in Data Wise exercising its rights pursuant to Clause 4.7, if payments are not made by the respective due dates.

Customer's Own Use Only & Audits

- 5.4 The Service and Software Materials are provided solely for the Customer's own use pursuant to this Agreement.
- 5.5 The Customer is explicitly prohibited from reselling or attempting to resell the Service Output, or marketing or otherwise distributing the Software Materials or Service, without the explicit written permission of Data Wise.
- 5.6 Data Wise reserves the right to check the URL of the Customer's website which is using the Service to assist it in determining that the Service is being used in accordance with this Agreement.

Account & Technical Changes by Data Wise

- 5.7 Data Wise (acting reasonably) reserves the right to vary the technical specifications of the Software and Service at any time, or change Client IDs, Licence Keys or Passwords, giving the Customer as much notice as is reasonably possible.

6 Records

Visibility of Records by the Customer

- 6.1 Data Wise shall keep records of the Customer's usage of Credit, which information can be viewed by the Customer within the Account Section. Data Wise' determination of such usage shall be definitive and final (provided that Data Wise has acted reasonably).

Visibility of Records By The Supplier

- 6.2 The Customer also acknowledges that Data Wise will (and the relevant Authorised Sales Associate may) be able to view certain of the details in the Account Section, together with other information related to the Customer's use of the Service (including without limitation, the Customer's Client ID and Licence Key).

7 Password Security

Confidentiality

- 7.1 The Customer shall maintain the confidentiality and security of its Passwords and any Authorization ID, Client ID and Licence Keys disclosed to it. The Customer shall notify Data Wise immediately if it believes that the Client ID, Licence Key or Password has been, or is reasonably likely to be, used in any unauthorised way.

Changing the Details

- 7.2 If there has been unauthorised use of the Customer's account which is brought to Data Wise' attention, or if the Customer has forgotten the Password, then Data Wise may issue a new Client ID, Licence Key, or Password to enable continued use of the Service (or alternatively Data Wise may disable the Customer's access to the Account Section and any Services and the Premium Service, if Data Wise reasonably believes that the unauthorised use of the Customer's account is due to the wrongful or negligent acts or omissions of the Customer). This is without prejudice to Data Wise' additional rights and remedies against the Customer.

Responsibility for Unauthorised Use

- 7.3 The Customer agrees that it is liable and responsible for all transactions undertaken using the Client ID, Licence Key or Password. With regard to any unauthorised transactions, these must be promptly reported to Data Wise, and except to the extent that such transactions have occurred due to the wrongful acts of the Supplier, the Customer accepts full responsibility and liability for such transactions.

8 Limitation of Liability

- 8.1 Except in the case of gross negligence or wilful misconduct, the company will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages resulting from your access to or use of, or inability to access or use, the site, software, or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not the company has been informed of the possibility of such damage..

9 Indemnity

- 9.1 By accessing our website and our Service, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website and web service.

10 Termination

Duration

- 10.1 The licences granted to use the respective Services pursuant to the Agreement (either for use of the respective Services or any Software Materials) will be valid for the shorter of the following respective periods:
- 10.2 the expiration of the respective Subscription Period; or
- 10.3 where the use is granted subject to Credit, until such Credit expires through time or use as appropriate; or
- 10.4 the specified period in the Account Section or invoice (or as otherwise agreed between the Parties in writing); or
- 10.5 The termination of the Agreement.

Temporary Suspension of Service

- 10.6 Data Wise may temporarily suspend:
- 10.7 the Service; and/or
- 10.8 making available any of the Software Materials;
- 10.9 For emergency or urgent operational reasons, but where reasonably practicable, it will give the Customer advance warning of such suspension.

Suspension for Abnormal Use

- 10.10 If Data Wise reasonably believes that the Customer's abnormal use of the Service or Software Materials is impairing the Service's performance or resulting in abnormal Credit consumption (as reasonably determined by Data Wise), then Data Wise may suspend the Customer's access until the cause of the impairment has been resolved (such suspension will not affect the Customer's requirement to continue paying the relevant charges for the suspended
- 10.11 Service or Software Materials, nor will it extend the respective Subscription Period in respect of any Credit).

Termination or Suspension by Data Wise

- 10.12 Data Wise will have the right to suspend or terminate this Agreement immediately upon notice (however, suspension will occur automatically following email notification if any payment is not made by the respective due date by the Customer) if the Customer fails to comply with any provision of this Agreement (such suspension will not affect the Customer's requirement to continue paying the relevant charges for the suspended Service or Premium Service (as applicable), nor will it extend the respective Subscription Period in respect of any Credit; termination of the Agreement in such circumstances will also not entitle the Customer to any refund).
- 10.13 Data Wise may terminate the Agreement (in whole or in part) immediately upon notice to the Customer at any time, if:
- 10.14 Data Wise is no longer able to make available the Service or Software Materials (in whole or in part) due to the acts or omissions of the Licensors;
- 10.15 any of the Third Party Contracts terminate for any reason;
- 10.16 the Licensors vary their terms and conditions, requirements, or pricing in a manner which adversely affects Data Wise or the Customer;
- 10.17 a Licensor claims that the use of the Database or the Software Materials in the manner in which they are being used by Data Wise or the Customer is not permitted; or

- 10.18 The Customer brings Data Wise or the Licensors into disrepute.
- 10.19 Without prejudice to Clause 10.13, Data Wise may terminate the Agreement for convenience on 90 days' notice to the Customer at any time, and in such event, Data Wise will provide a pro-rata refund in accordance with Clause 10.30.
- 10.20 Data Wise may terminate the Agreement in whole or in part for convenience at any time upon written notice (with such termination being effective on the date specified in the respective notice), where such termination is necessary for Data Wise to comply with the Third Party Licences.

Termination by the Customer

- 10.21 The Customer may terminate the Agreement with immediate effect, if Data Wise is in material breach of this Agreement (however, where such breach is capable of remedy, the Customer must provide Data Wise with at least 30 days written notice (with express written reference to its right to terminate the Agreement pursuant to this Clause) allowing Data Wise to remedy the breach, and only if Data Wise does not remedy the breach within this time period, may the Customer terminate the Agreement).

Termination by Either Party

- 10.22 Either Party (the "Terminating Party") may terminate the Agreement immediately by notice to the other Party (the "Defaulting Party") if:
- 10.23 the Defaulting Party is unable to pay its debts as they fall due or otherwise becomes insolvent, or if a receiver or an administrative receiver is appointed over any or all of the assets of the Defaulting Party, or if any arrangement, compromise or composition of the Defaulting Party's debts is proposed or made by the Defaulting Party, or
- 10.24 If the Defaulting Party enters or is entered into any proceedings for administration or liquidation or
- 10.25 Otherwise becomes subject to dissolution proceedings, or if any analogous event occurs in any other jurisdiction in which the Defaulting Party carries out its business;
- 10.26 the Defaulting Party unreasonably discloses any confidential information of the Terminating Party (or of the Licensor); (where any reasonable disclosure is necessary, then the disclosing Party will ensure that any such disclosure is subject to a reasonable duty of confidentiality being accepted by the third party recipient of such confidential information).

Consequences of Termination

- 10.27 Termination of the Agreement is without prejudice to both Parties' accrued rights and remedies.
- 10.28 The provisions of this Agreement which are expressed to, or intended to, survive termination, shall continue in full force and effect.

Refunds on Termination

- 10.29 Where:
- 10.30 the Agreement is terminated by Data Wise (other than directly or indirectly as a result of the wrongful acts or omissions of the Customer); or
- 10.31 the Agreement is terminated by the Customer pursuant to Clauses 10.21 or 10.22;

- 10.32 then the Customer will be entitled to a pro-rata refund of the amount of: any unused Credits; and Licence Fees;; at the date of termination of the Agreement, to reflect the extent to which it is no longer able to use the respective Service for the unexpired Subscription Period or Premium Service for the unexpired Support Period, with such payment being calculated and determined by Data Wise acting reasonably. The Customer agrees that this is the sole and exclusive financial remedy of the Customer in such circumstances.

11 Force Majeure

- 11.1 If either Party is prevented from complying with its obligations due to any event beyond its reasonable control (such event being referred to as a "Force Majeure Event") (including without limitation, any issues arising from the data, software or documentation supplied by the Licensors), it shall not be in breach of this Agreement nor otherwise liable to the other Party by reason of any delay in performance or non-performance of any of its obligations due to such events. However, this Clause does not excuse the Customer from complying with its payment obligations, nor from compliance with the Third Party Contracts, by itself claiming the benefit of a Force Majeure Event.
- 11.2 If a Force Majeure Event continues for a period of more than 14 consecutive days, then either Party may terminate the Agreement for convenience during the continuance of such Force Majeure Event. In such circumstances, both Parties acknowledge that there will be no compensation due from either Party to the other for termination in such circumstances.

12 Assignment and Subcontracting

- 12.1 The Customer may not assign this Agreement (whether in whole or in part) without the prior written consent of Data Wise (such consent not to be unreasonably withheld).
- 12.2 Data Wise may subcontract and assign any or all of its obligations and rights pursuant to this Agreement, without requiring the prior consent of the Customer

13 Jurisdiction

- 13.1 These terms and conditions are to be governed by and construed in accordance with the laws of NSW and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in NSW and you agree to submit to the jurisdiction of those Courts.
- 13.2 If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

14 Privacy

- 14.1 Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.