

## **Terms and Conditions**

### **1. Confidentiality**

1.1 Definition of Confidential Information. Confidential Information means all information disclosed by a party (Disclosing Party) to the other party (Receiving Party), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Platform and Content; and Confidential Information of each party includes the terms and conditions of this Agreement, as well as technology and technical information and business processes disclosed by such party.

1.2 Except as otherwise set forth in this Agreement, each party agrees that all code, inventions, know-how and business, technical and financial information disclosed to a Receiving Party by the Disclosing Party constitutes the Confidential Information of the Disclosing Party, provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure.

1.3 The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to:

- (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement;
- (b) neither party will disclose the terms of this Agreement or any Order to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section; and
- (c) the Receiving Party may disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

### **2. Protection of Your Data**

2.1 We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of your Data by our personnel.

### **3. Protection of Personal Information**

### 3.1 We agree to:

- (d) use personal information held or controlled by us in connection with this Agreement only for the purposes of fulfilling our obligations under this Agreement;
- (e) take all reasonable measures to ensure that personal information in our possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure;
- (f) comply with the Information Privacy Principles in the Privacy Act 1988 (Cth) to the extent that the content of those principles apply to the types of activities we are undertaking under this Agreement, as if we were an agency as defined in that Act;
- (g) cooperate with any reasonable demands or inquiries made by you on the basis of the exercise of the functions of the Office of the Australian Information Commissioner under the Privacy Act 1988 and the Freedom of Information Act 1982; and
- (h) comply with any policy guidelines laid down by you or issued by the Privacy Commissioner from time to time relating to the handling of personal information.

### 3.2 You agree to us using your personal information to:

- (i) provide and personalise our services;
- (j) respond to your enquiries and requests;
- (k) comply with legal obligations to which we are subject and cooperate with regulators and law enforcement bodies;
- (l) contact you with marketing and offers relating to products and services offered by us (unless you have opted out of marketing, or we are otherwise prevented by law from doing so); and/or
- (m) personalise the marketing messages we send you.

## 4. Information Sharing

### 4.1 We may share your personal information with third parties under the following circumstances:

- (a) service providers and business partners. We may share your personal information with our service providers and business partners that perform marketing services and other business operations for us. For example, we may partner with other companies to process secure payments, fulfill Orders, optimize our services, send newsletters and marketing emails, support email and messaging services and analyse information.
- (b) law enforcement agency, court, regulator, government authority or other third party. We may share your personal information with these parties where we believe this is necessary

to comply with a legal or regulatory obligation, or otherwise to protect our rights or the rights of any third party.

## **5. Your Responsibilities**

5.1 You will:

- (c) be responsible for users' compliance with this Agreement, documentation and orders;
- (d) be responsible for the accuracy, quality and legality of your Data and the means by which you acquired your Data;
- (e) use commercially reasonable efforts to prevent unauthorised access to or use of the Platform and Content, and notify us promptly of any such unauthorised access or use; and
- (f) use the Platform and Content only in accordance with this Agreement, documentation, orders and applicable laws and government regulations.

## **6. Usage Restrictions**

5.1 You will not:

- (g) sell, resell, license, sublicense, distribute, make available, rent or lease the Platform or Content, or include the Platform or Content in a service bureau or outsourcing offering;
- (h) interfere with or disrupt the integrity or performance of the Platform or third-party data contained therein;
- (i) attempt to gain unauthorised access to the Platform or Content or its related systems or networks;
- (j) copy the Platform or any part, feature, function or user interface thereof;
- (k) access the Platform or Content in order to build a competitive product or service or to benchmark with another Platform product or service; or
- (l) reverse engineer the Platform (to the extent such restriction is permitted by law).