

## WEBSITE TERMS OF USE

### 1 Website Access.

- 1.1 This website (**Website**) is owned and operated by Salmat. Your access to the *Website* is conditional upon you accepting and complying with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the *Website*, our [Privacy Policy](#) and [Collection Statement](#) and all applicable laws (**Terms of Use**). If you register with our *Website* or buy any product or service from our *Website*, we will ask you to expressly agree to these *Terms of Use*.
- 1.2 Salmat reserves the right at any time to:
  - (a) amend, update, change or remove any part of this *Website*;
  - (b) suspend or restrict your access to this website if you are in material breach of these *Terms of Use*; and/or
  - (c) stop or suspend the operation of this *Website*.
- 1.3 Since you are bound by these *Terms of Use* each time you visit the *Website*, you should therefore periodically visit this page, by selecting the “Terms and Conditions” link on the *Website*.

### 2 Registration and Passwords

- 2.1 Registration is not required to browse the *Website* but may be necessary if you wish to make use of most features.
- 2.2 You will be required to register and set up an account before placing an order for products and/or services.
- 2.3 Where you are required to register: (a) you must provide us with accurate, complete and current registration information; (b) you must safeguard any password which we provide to you; (c) access to the *Website* will be given on the correct entry of a user ID and password; (d) once access is granted, all actions taken will be deemed to be made by you; (e) you must not allow anyone else to use your user name and/or password; (f) you agree to immediately notify us of any unauthorised use of your user name and/or password or any breach of security of which you become aware; (g) you may cancel your registration at any time by notifying us; and (h) we reserve the right to discontinue or cancel your registration in our sole and absolute discretion without notice to you if you do not visit the *Website* or use the Service for an extended period of time, if you breach any of these terms and conditions or any applicable law or if we conclude that your conduct impacts on our name or reputation or violates our rights or those of another party..
- 2.4 If you believe that your user ID or password has been compromised please contact us immediately on 1800 089 209.

### 3 Website Content and Intellectual Property

- 3.1 The intellectual property rights, including copyright, in all material, information, graphics, user interfaces, text, software, computer code, logos and advertisements (if any) on the *Website* (**Content**) including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content are owned and/or controlled by Salmat (and where appropriate its suppliers and/or licensors) unless stated expressly to the contrary on the *Website*.
- 3.2 All *Content* is protected by Australian and international copyright and trademark laws. Except as expressly permitted by Salmat, you must not download, upload to a third party, copy, modify, reproduce, republish or otherwise deal with the *Content* in any way (including to link from another website to the *Website*).

### 4 Linked Sites

- 4.1 This *Website* may provide links to other websites, but if you access other websites through these links you do so at your own and sole risk.
- 4.2 Salmat will not be responsible or liable for any loss or damage of any sort as a result of any link to any other site from this *Website*.
- 4.3 Salmat does not endorse nor is it responsible for the content or privacy practices associated with linked websites. It is your responsibility to read and understand the terms of use applicable to any such websites. Salmat will not be liable to you, or any other person, for any loss, damage, cost, expense, liability or inconvenience incurred, paid or suffered as a result of your use of such websites.

## **5 Acceptable Use**

- 5.1 You must not use our *Website* in any way that causes, or may cause, damage to the *Website* or impairment of the availability or accessibility of the *Website*; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 5.2 You must not use our *Website* to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- 5.3 You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our *Website* without our express written consent. You must not use our *Website* to transmit or send unsolicited commercial communication. You must not use our *Website* for any purposes related to marketing except as expressly permitted by our [Terms of Service](#).
- 5.4 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 5.5 You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libellous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence or give rise to civil liability, or otherwise violate any law.

## **6 Disclaimer**

- 6.1 This *Website* and all *Content* is provided "as is" and you agree that your use of this *Website* and any *Content* is entirely at your own risk. To the fullest extent permitted by law, any warranties express or implied in relation to the operation or availability of the *Website* or in connection with the accuracy or fitness for a particular purpose of any *Content*, products or services on this *Website*, are specifically excluded.
- 6.2 Salmat (including its officers, directors, agents, contractors or employees) will not, under any circumstances (including but not limited to any act or omission on their part), be liable for any indirect or consequential damages or any loss of profits, loss of bargain, loss of data or loss of use howsoever arising (even if they are foreseeable or if Salmat has been advised or is deemed to have constructive knowledge of the possibility of such damage) which result from any use or access of, or any inability to use or access, the *Website* or any *Content*.

## **7 Cookies**

- 7.1 Cookies are small pieces of information we transfer to your computer's hard drive through your web browser that allows our server to identify and interact more effectively with your device. Cookies may also be used to keep track of products or services you view, so that if you consent, we can send you news about those products and services or assist you with any failed attempts to place orders.

7.2 You can configure your web browser to reject and delete cookies and block JavaScript but you may limit Website functionality, including the ability to purchase products and services.

7.3 By using our *Website* or agreeing to these *Terms of Use*, you consent to our use of cookies in accordance with our [Privacy Policy](#).

## **8 Privacy**

8.1 Any personal or other information submitted by you to the *Website* or otherwise to Salmat is subject to Salmat's [Privacy Policy](#) and you acknowledge that this policy is incorporated by reference and forms part of these *Terms of Use*.

8.2 You acknowledge that you have done and will do all things necessary, including but not limited to: (i) obtaining all appropriate consents from individuals;(ii) providing notifications to individuals; and (iii) maintaining accurate, up to date and complete records; to ensure that the personal information provided by you to Salmat at any time, and its use by Salmat in the provision of services, will not give rise to any contravention of the Privacy Act 1988 or the Spam Act 2003.

8.3 You agree to indemnify, hold harmless and defend Salmat from and against all liabilities, loss, damages, claims, costs and expenses incurred by or awarded against Salmat ( including all legal fees) arising out of a breach of your privacy obligations including in connection with your obligations under clause 8.2.

## **9 Terms and Conditions of Service**

9.1 Additional terms and conditions apply to the purchase of products and/or services via this *Website* (***Terms of Service***) and you acknowledge that these [Terms of Service](#) are incorporated by reference and form part of these *Terms of Use* when you purchase products or services from Salmat.

9.2 Salmat may make changes to any products or services offered on the *Website*, or to the applicable prices for any such products or services, at any time, without notice.

## **10 Governing Law**

The *Terms of Use* are governed by the laws of New South Wales and subject to the non-exclusive jurisdiction of the courts of New South Wales.

## **11 Complaints**

If you wish to make a complaint regarding content on the *Website*, please notify Salmat through the "Contact Us" option in the support menu with 'Complaint' as the subject line or by calling us on 1800 089 209

## **12 Miscellaneous**

12.1 These *Terms of Use* set forth the entire agreement between you and us relating to your access and use of the *Website*.

12.2 If any provision of these *Terms of Use* is deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable from the other provisions of these *Terms of Use* and shall not affect the validity and enforceability of any other provision of these *Terms of Use*

In these *Website Terms of Use* a reference "*Salmat*", "*our*" or "*us*" is a reference to Fuse Pty Limited ABN 46 168 961 582:

## COLLECTION STATEMENT

Salmat recognises that your personal information is important to you and that you are concerned with its collection, use and disclosure.

The personal information you provide to us is handled in accordance with the Australian Privacy Principles, the Privacy Act 1988 (Cth) and our [Privacy Policy](#).

Our *Privacy Policy* specifies the type of information we collect and hold, how it is collected and the purpose(s) for which it is collected, held, used and disclosed within our company and to third parties. It also explains how you may access and update your personal information and the complaint process if you believe there has been our breach of our privacy obligations to you.

If you do not provide the requested information we will not be able to provide you with the products and/or services.

We may disclose your personal information to our related entities and third party service providers in Australia.

We may provide you with information in the future about other products and services offered by our company that may benefit you. If you do not want to be contacted for marketing or promotional purposes, you can opt out of these communications when you receive them, or you can notify us through the "Contact Us" option in the support menu with "Opt Out" as the subject heading, by writing to our "Privacy Officer" at Level 3, 116 Miller Street, North Sydney, 2060 or by calling us on 1800 089 209.

Please note if you request not to receive marketing material we will still contact you in relation to our ongoing relationship with you. For example we will still send you relevant information on products and services you are using with us.

You agree to us using and disclosing your personal information as set out above. This consent remains valid for an indefinite period unless you alter or revoke it.

In this *Collection Statement* a reference "Salmat", "our" or "us" is a reference to Salmat Limited ABN 11 002 724 638, its related bodies corporate (within the meaning of Section 50 of the Corporations Act 2001 (Cth) or any other related entities within the Salmat group of companies from time to time, including but not limited to Fuse Pty Limited ABN 46 168 961 582.

## TERMS OF SERVICE

These Terms of Service (the "**Agreement**") are entered into by and between Fuse Pty Limited ABN 46 168 961 582 of 15 Henrietta Street, Chippendale NSW 2008, ("**Salmat**") and the entity agreeing to these terms ("**Client**"). This Agreement is effective as of the date Client checks the "I Accept" box when placing an order via the Website (the "**Effective Date**"). If you are accepting on behalf of the Client, you represent and warrant that: (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you do not have the legal authority to bind the Client, you must not check the "I Accept" box. This Agreement governs the Client's access to and use of the Services and will continue until terminated in accordance with its terms.

## GENERAL TERMS

### 1 ORDERING, ACCEPTANCE AND CANCELLATION

- 1.1 An Order submitted by a Client is an offer by the Client to purchase the Services for the price. No Order shall be binding on Salmat until accepted by Salmat. No Order may be cancelled or varied after acceptance by Salmat except with Salmat's express consent, which consent will not be unreasonably withheld.
- 1.2 Where an Order is placed by credit card, Salmat may not be able to, or may decline to, accept payment from the Client's nominated payment method. Services ordered by the Client will not be dispatched or provided until payment has cleared. If payment cannot be processed, the Order will be rejected and Salmat will notify the Client by email.
- 1.3 Salmat reserves the right to cancel, at any time before delivery of Services and for whatever reason, an Order that has been previously accepted. Salmat may do this for example, but without limitation, where Services ordered were subject to an error on the Website, such as in relation to a description or price, which was not discovered prior to the Order being accepted.

### 2 PRICING AND GST

- 2.1 Prices for the Services are displayed on the Website or as provided in a quotation where bespoke services are requested by the Client.
- 2.2 Salmat reserves the right to change the prices of the Services at any time. The price displayed at the time of Order placement will continue to apply even if the price changes before an Order is accepted by Salmat.
- 2.3 All quotations are valid only for a period of thirty (30) days and Salmat may, in its discretion, refuse any purported acceptance by the Client which occurs after that time.
- 2.4 Salmat reserves the right to recover from the Client all goods and services tax ("GST") payable in respect of the supply of Services to the Client.
- 2.5 Except where expressly indicated, all prices quoted or stipulated on the *Website* are in Australian dollars and exclusive of GST.

### 3 PAYMENT TERMS

- 3.1 Salmat reserves the right to change the payment methods that can be used for Orders at any time in its absolute discretion.
- 3.2 Payment terms are granted subject to the Client's successful application for commercial credit. The Client acknowledges and agrees that in granting credit Salmat reserves the right to:
  - (a) withdraw or suspend credit at any time in its sole discretion;
  - (b) charge interest at the rate of 1.5% per calendar amount on all overdue amounts;
  - (c) recover any expenses incurred in recovering outstanding monies; and

(d) collect, disclose and exchange Personal Information for the purpose of assessing the credit worthiness of the Client or any Client guarantor in accordance with Salmat's [Credit Reporting Privacy Policy](#).

3.3 Any credits granted to the Client are valid for a period of 6 months from the date of grant and must be used within that timeframe. Any monies held on account for the Client will be held for a period of 6 months, after which time those amounts will be converted to a credit held in favour of the Client.

3.4 Invoices must be paid in full without set off or deduction, within 7 days of invoice receipt.

3.5 If the Client disagrees with any amount claimed in an invoice, it must notify Salmat before the payment due date and pay any undisputed balance in accordance with clause 3.4.

3.6 If an undisputed invoice is not paid when due Salmat may, in its sole discretion, suspend supply of the Services.

#### **4 PARTIES OBLIGATIONS**

4.1 Each of the parties warrants to the other that:

(a) it has full power, authority and rights (including all Intellectual Property rights) to enter into and perform its obligations under this Agreement; and

(b) in performing its obligations it will comply with all applicable laws, regulations and standards.

4.2 The Client hereby warrants that:

(a) it will not direct or request Salmat to do anything which may breach any law,

(b) the use of the Client Materials by Salmat for the purposes of providing the Services and all matters incidental thereto will not infringe the Intellectual Property or privacy rights of any person or entity, or breach any law of any country or territory.

(c) the Client Materials are free from viruses and do not contain malware, spyware or any other code which could alter or disrupt any program, product, service or device.

4.3 Except as provided for in this Agreement and to the extent that the law permits, Salmat makes no representation of any kind, express or implied, with respect to the Services.

4.3 The Client will indemnify and keep indemnified Salmat from and against all liabilities, losses, damages and costs (including legal costs) incurred or suffered by Salmat in connection with any:

(a) breach of the Client's warranties under clauses 4.1 and 4.2; and

(b) breach of the Client's obligations under clauses 5 (Intellectual Property), 6 (Confidential Information) and 7(Privacy).

#### **5 INTELLECTUAL PROPERTY**

5.1 Nothing in this Agreement conveys to either party any right, title, interest in the other party's pre-existing Intellectual Property;

5.2 Intellectual Property in all items, materials, and works (including software developments and enhancements or modifications to applications) developed or produced by Salmat in order to carry out the Services will be the sole and exclusive property of Salmat.

5.3 All rights in Intellectual Property owned by Salmat remain at all times the sole and exclusive property of Salmat and no licence of these rights is granted to the Client except and to the extent required to use the Services;

5.4 All rights in third party Intellectual Property licensed or procured by Salmat or Salmat in connection with the provision of the Service remain at all times the sole and exclusive property of that third party and no licence of these rights is granted to the Client except and to the extent required to use the Services, subject always to any third party end user terms and payment of any applicable third party licence fees.

- 5.5 All Intellectual Property rights in the Client Materials remain at all times the sole and exclusive property of the Client and no licence of these rights is granted to Salmat except as may be specified in the Agreement, and except for a right to use and reproduce the same for the purposes of providing the Services.

## **6 CONFIDENTIAL INFORMATION**

- 6.1 Each party shall keep the Confidential Information confidential and not use or disclose the confidential information to any person other than:
- (a) in confidence to that party's professional advisers to obtain professional advice;
  - (b) as may be properly required for the purpose of the provision of the Services and the performance of any obligations under the Agreement;
  - (c) with the consent of the other party,;
  - (d) as may be required by any Law, the rules of any stock exchange or any court of competent jurisdiction; or
  - (e) to the extent that any part of the confidential information is in the public domain otherwise than through the breach by a party of its obligations under this clause 6.
- 6.2 Each party must as reasonably required by the other party, destroy or return to the other party any Confidential Information.
- 6.3 Each party acknowledges that in the event of any alleged breach of clause 6.1 by it, damages may not be an adequate remedy and the other party will be entitled to seek equitable relief in the nature of specific performance and injunctive relief, in addition to damages.
- 6.4 The Client will treat all Confidential Information of Salmat in the same manner as the Client is required to treat Salmat's Confidential Information under this clause 6.

## **7 PRIVACY**

- 7.1 If a party is provided with, or has access to Personal Information in connection with the Services, it must comply with the Privacy Act in respect of that Personal Information.
- 7.2 If Personal Information is provided to Salmat by or on behalf of the Client, then the Client:
- (a) must do all things necessary, including but not limited to: (i) obtaining all appropriate consents from individuals;(ii) providing notifications to individuals; and (iii) maintaining accurate, up to date and complete records; to ensure that the Personal Information (and any changes made to any of them) and their use by Salmat in the provision of the Services, will not give rise to any contravention of the Privacy Act.
  - (b) acknowledges and agrees that except as may be required by this Agreement, Salmat is not required to take steps to ensure that any Personal Information has been collected in accordance with the Privacy Act;
  - (c) must do all things reasonably requested by Salmat to assist Salmat to comply with the Privacy Act in the course of its provision of the Services under this Agreement including: (i) assisting Salmat in the updating of an individual's records in circumstances where an individual elects to "opt out" and not receive direct marketing materials and services; (ii) providing Salmat with access to information held by the Client in respect of an individual when the individual makes a request for such access; and (iii) providing Salmat with the policies and procedures the Client has put into effect pursuant to the Privacy Act if requested to do so by Salmat.
- 7.3 Where Salmat collects Personal Information in the name of or on behalf of the Client:

- (a) Client must provide to Salmat such collection statements, scripts for use, privacy policies and other materials necessary to ensure compliance with the Privacy Act in the collection of such Personal Information; and
- (b) acknowledges and agrees that where Salmat is authorised or required by the Client to collect or otherwise deal with Personal Information in the name of or on behalf of the Client in connection with providing the Services, that Salmat does so as agent for the Client.
- (c) Salmat's [Privacy Policy](#) will apply to any Personal Information that it collects and holds.

## **8 LIMITATION OF LIABILITY**

- 8.1 To the extent that any Law (including the Competition and Consumer Act 2010) implies certain non-excludable conditions and warranties into the Agreement for the supply of goods and services, then to the extent permitted by Law, Salmat limits its liability in relation to the provision of the goods or services under the Agreement to the supplying of the goods or services again or the payment of the costs of having the goods or services supplied again, at Salmat's option.
- 8.2 Subject to Clause 8.1, Salmat shall not be liable for any loss or damage, whether arising in contract, tort (including negligence), under product liability legislation, under any other statute, under any indemnity or otherwise, sustained by the Client or any other person directly or indirectly from or in connection with the supply of goods or services or otherwise arising out of the Agreement.
- 8.3 The liability of a party is reduced proportionately to the extent to which the liability is caused, or contributed to, by the other party.
- 8.4 Each party must do what is reasonable in the circumstances to mitigate and minimise any costs, damages, expenses and/or losses incurred or suffered by the other party in connection with any claim under the Agreement.

## **9 DISPUTES**

- 9.1 The parties must, without delay and in good faith, attempt to resolve any dispute which arises out of or in connection with this Agreement (a "dispute") prior to commencing any proceedings in any court or otherwise in respect of that dispute ("proceedings").
- 9.2 If a party requires resolution of a dispute it must do so in accordance with the provisions of this clause 8 and the parties acknowledge that compliance with those provisions is a condition precedent to any entitlement to claim relief or remedy by way of proceedings in respect of a dispute.
- 9.3 If a party requires resolution of a dispute it must immediately submit full details of the dispute to its managing director or equivalent officer (each called a "responsible party").
- 9.4 On submission of details of a dispute in accordance with clause 9.3 the parties must procure each of their responsible parties to meet and try, on a bona fide basis, to resolve that dispute.
- 9.5 If a dispute is not resolved within 20 Business Days of submission of the dispute in accordance with clause 9.3 or within such other longer period as they agree, the provisions of clauses 9.6 and 9.7 will apply.
- 9.6 A dispute must be submitted to mediation at the option of the party requiring resolution of that dispute in Sydney, NSW in accordance with the ACDC's standard rules before a mediator to be agreed. If the parties cannot agree on a mediator, the chief executive for the time being of the Australian Commercial Dispute Resolution Centre (ACDC) (or nominee) will be requested to appoint a mediator within 10 Business Days of the request.
- 9.7 A party may not commence proceedings in respect of a dispute unless that dispute is not settled by mediation within 20 Business Days of submission to mediation or within such other longer period as the parties agree.
- 9.8 Each party will pay its own costs associated with this dispute resolution procedure unless the mediator determines otherwise.
- 9.9 While any dispute remains unresolved, the parties agree to continue to perform the Agreement to the extent that such performance is possible, given the nature of the dispute.



9.10 This clause does not limit in any way a party's right to seek any form of equitable relief including, without limitation, injunctive relief.

## 10 ACKNOWLEDGMENT

10.1 Fuse Pty Limited is a booking agent and reseller of a number of third party products and services. In addition to these General Terms, Services are provided subject to the additional terms and conditions as set out below.

### Press Ads

Fairfax: [Fairfax Terms](#)

APN: [APM Australia Regional Media Terms](#)

News: [News Community Media Terms](#)

### Letterbox (Distribution, Design & Print)

Salmat: [Letterbox Terms](#)

### Email & SMS Execution Platform

Gen3: [Gen3 Media Terms](#)

Salmat: [Digital Marketing Terms](#)

10.2 The Client acknowledges and agrees that the terms and conditions specified in clause 10.1 are incorporated by reference and form part of these General Terms, where applicable.

## 11 TERMINATION

11.1 Either party may terminate this Agreement without prejudice to its other remedies by notice in writing to the other (Defaulter):

- (a) if the Defaulter commits a material breach of this Agreement and the Defaulter has not remedied the breach within 30 days of having been given notice in writing specifying the breach and requiring it to be remedied; or
- (b) if the Defaulter is or becomes insolvent or bankrupt, becomes an externally-administered body corporate under the Corporations Act 2001 or steps are taken by any person towards external administration.

11.2 Either party may terminate this Agreement at any time by giving 3 month's written notice of termination to the other

11.3 Upon termination or expiration of this Agreement the Client must pay all fees due to Salmat.

## 12 GENERAL

12.1 **Relationship.** This Agreement constitutes a relationship between the Client and Salmat of principal and independent contractor. Without prejudice to clause 7.3(b), nothing in the Agreement shall constitute any relationship of agency, partnership or joint venture. Neither party, unless expressly stated in the Agreement, shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party.

12.2 **Force Majeure.** Neither party is liable to the other party for failure to meet any of its obligations under this Agreement if such failure results from causes or circumstances beyond the reasonable control of the defaulting party.

12.3 **Subcontracting.** Salmat may subcontract performance of all or any of its obligations under this Agreement and may substitute or change subcontractors but remains liable at all times for performance of its obligations by each subcontractor.

- 12.4 **Assignment.** The Client may not assign its rights under this Agreement without the prior written consent of Salmat, which consent will not be unreasonably withheld.
- 12.5 **Entire Agreement.** This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement.
- 12.6 **Governing Law.** This Agreement is governed by the law of New South Wales and the parties submit to the exclusive jurisdiction of the courts of that State

### 13 DEFINITIONS

For the purposes of this Agreement:

**Order** means a Client order for Services made via the Website;

**Confidential Information** means all business, financial and technical information of a party (or Salmat) other than that which is in the public domain (except as a result of a breach of this Agreement by the other party) or comes to the other party through a third party who is under no obligation of confidentiality.

**Client Materials** means all text, documents, reports, logos, trademarks, copy, electronic files, proofs, designs, product descriptions and other materials, whether electronic or in hard copy form, submitted to Salmat for the purposes of providing the Services;

**Intellectual Property** includes copyright, and all rights conferred under statute, common law or equity in relation to inventions (including patents), trade marks, designs, circuit layouts, domain names, rights in databases, confidential information, trade secrets, know-how, and all other proprietary rights, whether registered or unregistered, and all equivalent rights and forms of protection anywhere in the world, together with all right, interest or licence in or to any of the foregoing;

**Personal Information** has the meaning as defined in the Privacy Act (Cth) 1988, and references to the Privacy Act refer to that Act as amended from time to time;

**Services** means the services requested by the Client, including but not limited to the products and/or services selected on the Website.

**Salmat** means the member of the Salmat corporate group providing the Services, including as applicable Fuse Pty Limited ABN 46 168 961 582, Salmat Digital Pty Ltd ABN 29 090 618 278, Salmat MediaForce Pty Ltd ABN 50 001 702 129 and Local Direct Network Pty Limited ABN 13 091 456 567 or such other related body corporate (within the meaning of Section 50 of the Corporations Act 2001 (Cth) who may provide the Services to the Client from time to time.

**Website** means the website located at <https://pro.generatormarketing.com.au>

## **LETTERBOX TERMS (DISTRIBUTION, PRINT AND DESIGN)**

Letterbox Services are provided by **SALMAT MEDIAFORCE PTY LTD ABN 50 001 702 129** or **LOCAL DIRECT NETWORK PTY LIMITED ABN 13 091 456 567** ("**Salmat**") of Level 2, 116 Miller Street, North Sydney, 2060 pursuant to the General Terms and the further terms set out below

### **1 DEFINITIONS**

In addition to the definitions set out in the General Terms, the following definition also applies to these Letterbox Terms.

**Campaign Information** means all data and information generated as a result of the provision of the Services

### **2 PERFORMANCE OF SERVICES**

2.1 The Client acknowledges and accepts that Salmat may carry out Services for other customers at the same time as providing Services to the Client.

### **3 LETTERBOX DISTRIBUTION SERVICES**

3.1 Salmat does not guarantee full distribution of all Client Materials to all households within the agreed distribution areas. The Client acknowledges and agrees that:

- (a) Factors beyond Salmat's control such as health and safety issues, hazardous conditions, adverse weather conditions, accessibility of letterboxes, signs on letterboxes and the independent nature of Salmat's distribution contractors may adversely affect distribution.;
- (b) At any given time, a particular agreed distribution area may not be fully covered, or covered at all, by Salmat's distribution network and therefore some Client Materials may not be delivered in that area;
- (c) Where Client Materials are broken down or separated into smaller portions by Salmat for distribution, Salmat does not guarantee that every household in the distribution area will be covered or that there will not be an undersupply or oversupply of Client Materials.
- (d) Salmat's dwelling counts by suburb or distribution area are also estimates only, may not be accurate, and may change from time to time.

3.2 Client Materials for distribution may be distributed together with and may be bundled with, materials of other customers of Salmat.

3.3 Salmat does not guarantee the outcome of any marketing campaign to which the distribution of Client Materials forms part.

3.4 Excess stock of Client Materials is not controlled within Salmat's systems and therefore cannot be returned to the Client. Salmat reserves the right to recycle any such Client Materials.

3.5 Salmat does not guarantee when delivery and distribution shall take place. The specific days and times of the provision of Services during the period allocated for the Services shall be at the absolute discretion of Salmat.

3.6 Salmat's Fees are all inclusive, accepted and paid by the Client subject to the limitations set out in clauses 3.1, 3.2, 3.3, 3.4, & 3.5 above and non-refundable except as provided by clause 5.1 of the General Terms.

3.7 Salmat reserves the right to change the scope and size of distribution areas at any time or refuse, suspend or terminate the Services where the Client has failed to meet its obligations under the Agreement.

#### **4 PRINT AND DESIGN SERVICES**

- 4.1 This clause 4 applies to a design and/or print service forming the whole or part of the Services provided by Salmat.
- 4.2 In designing materials for the Client, Salmat will submit to the Client for approval prior to printing, publishing, distributing or issuing those materials, a draft of those materials ("Proof"). The Client must promptly review, check and verify the design and content of the Proof.
- 4.3 The Client releases Salmat from and against all liabilities, loss, damage, demands, claims, costs and expenses caused by any inaccuracy or other defect in any Client Materials printed by Salmat or which were present in any Proof reviewed by the Client.
- 4.4 The Client indemnifies Salmat and its employees, agents and contractors against all liabilities, loss, damages, demands, claims, costs and expenses incurred by them as a result of the publication, distribution or issuing of the printed materials including any reliance placed by any person on their contents.

#### **5 CANCELLATION OF SERVICES**

- 5.1 An order for the provision of Services may not be cancelled, except where the prior written consent of Salmat is obtained.
- 5.2 Where this consent is granted, and an order is cancelled more than seven (7) days prior to the commencement of the provision of Services (or where relevant, part thereof) a cancellation fee of 10% of the agreed or quoted price in respect of the cancelled Services shall be payable by the Client in addition to fees due and owing for Services provided prior to the relevant cancellation. This cancellation fee is a genuine pre-estimate of damages incurred by Salmat,
- 5.3 Where this consent is granted and an order is cancelled less than seven (7) days prior to the commencement of the provision of Services (or where relevant, part thereof) a cancellation fee of 25% of the agreed or quoted price in respect of the cancelled Services shall be payable by the Client, in addition to fees due and owing for Services provided prior to the relevant cancellation. This cancellation fee is not a penalty but is a genuine pre-estimate of damages incurred by Salmat.

#### **6 RISK IN CLIENT MATERIALS**

Notwithstanding delivery of Client Materials by the Client to Salmat all risk in the Client Materials shall remain with the Client and the Client shall maintain adequate insurances. Without limiting the generality of the foregoing, Salmat is not responsible for any loss of or damage to Client Materials which are delivered outside of the timeframes specified by Salmat, and/ or, to a Salmat delivery address which is not the address specified by Salmat.

#### **7 RECEIPT OF MATERIALS**

- 7.1 Salmat reserves the right to refuse to provide the Services in respect of defective or otherwise unsuitable Client Materials, including without limitation Client Materials which in Salmat's opinion breach any Laws or have unacceptable risks or hazards associated with distribution, without liability to the Client. Where Client Materials are rejected by Salmat, and without limiting any other remedies available to Salmat, any additional costs incurred by Salmat as a result will be charged to and paid by the Client, including delivery, storage and disposal costs.
- 7.2 The Client must ensure that:-
- (a) All Client Materials are counted and bundled in such a manner to ensure safe and efficient handling for distribution by Salmat and otherwise in accordance with Salmat's specifications. Salmat will not verify material counting and relies on the Client's representations as to

counting. Where there is an error some targeted households may not receive the relevant Client Materials.

- (b) The contents and quantity of each container or package of Client Materials are accurately and legibly described on the outside of each such container, and clearly identify any differences between contents, including without limitation, identifying where there are different versions of similar Client Materials. Salmat will not inspect and verify package contents.
- (c) All Client Materials delivered to Salmat are accompanied by a delivery docket showing the Client's name, weight, description (including an adequate description if there are differing versions of similar Client Materials delivered) and quantity of material and contract number.

7.3 Where the Client does not comply with Clause 7.2, and without limiting any other remedies available to Salmat, any additional costs and liability incurred by Salmat as a result will be charged to and paid by the Client.

## **8 LIEN**

As long as any moneys on any account whatsoever remain outstanding to Salmat, Salmat shall be entitled to claim a possessory lien over any materials belonging to the Client that are in the possession of or come into the possession of Salmat.

## **9 CAMPAIGN INFORMATION**

All Campaign Information belongs to Salmat. Salmat may use the Campaign Information for any purpose or disclose the Campaign Information to any third party. The client consents to a copy or image of any Client Material being treated as Campaign Information. If the Campaign Information contains Personal Information under the Privacy Act, Client consents to its use and disclosure as set out in this clause.

## **DIGITAL-MARKETING TERMS**

Digital Marketing Services are provided by **SALMAT DIGITAL PTY LTD ABN 29 090 618 278** and/or **MESSAGENET PTY LTD ABN 97 082 712 589** (“Salmat”) of Level 2, 116 Miller Street, North Sydney, 2060 pursuant to the General Terms and the further terms set out below.

### **1 THIRD PARTY SUPPLIERS**

Client understands that from time to time a third party supplier, including a carrier, on whom Salmat is reliant in the provision of all or part of the Services, may lawfully modify their terms of supply of infrastructure or other matters required by Salmat and the Client agrees to modify the terms of this Agreement to the extent necessary to accommodate corresponding changes due to the amendment to those third party supply terms. If this occurs Salmat will notify the Client in writing as soon as practicably possible after it has been notified by the third party supplier. Salmat is not liable for any failure to deliver Services which occurs as a result of any such change including, but not limited to, a change in the technical capabilities of a telecommunications carrier.

### **2 SERVICE LIMITATIONS**

- 2.1 Where the Services include data analytics and reporting services, the Client acknowledges that there is no guarantee of 100% accurate analytical prediction, and that the outcomes are subject to the type and quality of data supplied to Salmat.
- 2.2 Where the Services include outbound email and SMS communications, the Client acknowledges that Salmat cannot guarantee or control the delivery or the rate of delivery of these services which are dependent on the receiving server (in the case of emails) and third party carriers (in the case of SMS).
- 2.3 Notwithstanding the security precautions taken against disclosure of information, there are certain conditions that exist on the Internet generally which are outside Salmat's control and could result in a breach of security. Client hereby expressly waives any claim against Salmat arising out of the loss of content or data through corruption, piracy, and breach of security or for any other reason outside of Salmat's reasonable control.

### **3 CLIENT OBLIGATIONS**

- 3.1 The Client must not use or direct Salmat to use Services to send any unsolicited electronic communication to a person in breach of the Spam Act 2003 Cth or to breach any other Law, or to:
  - (a) send anonymous communications;
  - (b) communicate with someone who has asked the Client to cease communicating;
  - (c) engage in any form of harassment or offensive behaviour; or
  - (d) infringe the privacy rights, property rights, or any other rights of any person or entity;
- 3.2 The Client is responsible for the accuracy, quality and standard of Client Materials provided to Salmat for use in the provision of the Services. The Client must ensure that any Client Materials comply with any applicable content guidelines of telecommunication carriers or Salmat guidelines which are provided to the Client.