

AAP Publish

AAP Publish Platform Licence

A. Welcome

Welcome to AAP Publish! We have set out below the terms of use. We have tried to make them as user-friendly as possible.

B. Purpose of this Licence

The Customer is entering into this Licence with Pagemasters because the Customer wishes to create their own Customer Website. In addition, the Customer may choose to access additional services under Service Packs.

C. What services this Licence covers

The services a Customer is entitled to receive depend on whether they are a Lite Customer, Pro Customer or Enterprise Customer, and the additional services they have chosen under Service Packs.

Terms of this Licence

1. Legally binding

1.1 If the Customer is a Lite Customer or Pro Customer, the Customer acknowledges that they read this Licence, understood it and had the opportunity to obtain legal advice before clicking 'I agree'. By clicking 'I agree', the Customer entered into a legally binding agreement with Pagemasters on the terms of this Licence.

1.2 If the Customer is an Enterprise Customer, the Customer is bound by this Licence once they enter into their Enterprise Customer Agreement.

2. Parties

2.1 This Customer is contracting with Pagemasters, a wholly owned subsidiary of AAP. You are contracting with Pagemasters Pty Limited ABN 24 050 545 045 a fully owned subsidiary of Australian Associated Press Pty Ltd ACN: 006 180 801. AAP Publish is a brand owned or licensed by Pagemasters. Pagemasters is entitled to use the benefit of this Agreement for its affiliates, agents, sub-contractors, third party suppliers and the AAP Group.

2.2 AAP Publish is a brand which AAP licenses to Pagemasters for its use.

3. Term

3.1 Free trial

If the Customer has chosen to enter into a free trial, the free trial will operate for a period of fourteen (14) days from the date the Customer clicks 'I agree'. Either party may terminate this Licence at any time during the free trial period. All terms of this Licence apply during the free trial period except that Charges do not accrue in respect of the free trial period. If this Licence is not terminated during the free trial period, Charges start to accrue after the expiry of the free trial period.

3.2 Lite and Pro Customers

If the Customer is a Lite Customer or Pro Customer, this Licence comes into effect on the date the Customer clicks 'I agree' and continues until terminated by either party in accordance with this Licence.

3.3 Enterprise Customers

If the Customer is an Enterprise Customer, this Licence comes into effect when the Customer's Enterprise Customer Agreement comes into effect and continues until the Customer's Enterprise Customer Agreement expires without being renewed or is terminated, unless this Licence is terminated earlier by either party in accordance with this Licence.

4. AAP Publish Services

4.1 For the duration of this Licence, Pagemasters grants the Customer a non-exclusive, non-transferable licence to use the AAP Publish Services in accordance with the Documents.

4.2 Pagemasters will provide the Customer with a limited licence to use a variety of products, services, applications, tools and other resources (including the Sites and the Customer Website) to enable the Customer to create and manage a Customer Website and to customise, deliver and track online content.

4.3 The customer must abide by the Terms of Use.

4.4 From time to time, Pagemasters may add, vary, or remove features or functionality of the AAP Publish Services. For mobile applications, the Customer may need to install a new or updated version before they receive the benefit of those changes.

4.5 The AAP Publish Services may be accessed throughout Australia and overseas. If the Customer accesses the AAP Publish Services from outside Australia, they do so at their own risk and are responsible for complying with all local laws.

4.6 At any time, at Pagemasters' sole discretion, it may decide to stop providing all or some of the AAP Publish Services, and subject to clause 14.6 and the Customer's Consumer Rights, nothing in the Documents is to be taken as a guarantee that the AAP Publish Services will always be available, either in their current form or at all, or that Pagemasters will support, maintain or continue to offer the AAP Publish Services or any version of them.

5. Service Packs

- 5.1 If the Customer is a Lite Customer or Pro Customer, the Customer may:
- (a) obtain additional services from Pagemasters at any time by selecting Service Packs on the AAP Website and clicking 'I agree' or by delivering to Pagemasters a hard copy of the duly executed Service Pack; and
 - (b) terminate Service Packs at any time in accordance with clause 16.6.
- 5.2 If the Customer is an Enterprise Customer, their Enterprise Customer Agreement specifies the Service Packs they have selected and the circumstances in which they can be terminated.
- 6. Domain names services**
- 6.1 Pagemasters will, if requested, provide reasonable assistance to the Customer to procure internet domain name registration in respect of the Customer's Website as part of the AAP Publish Services. Upon registration, renewal or transfer of an existing domain name in respect of the Customer's Website, the Customer must comply with the third party provider's terms and conditions.
- 6.2 The Customer's use of the domain name is also subject to the policies of the Internet Corporation for Assigned Names and Numbers (ICANN).
- 6.3 If the Customer does not pay when due the relevant fee for the registration or renewal of a domain name, Pagemasters may terminate the Documents at any time and with immediate effect by giving notice to the Customer.
- 7. Customer's account**
- 7.1 The Customer must set up an account with Pagemasters in order to use the AAP Publish Services. The Customer warrants that the information provided by the Customer in setting up the account is true, accurate, current and complete, and the Customer agrees to maintain and promptly update any changes to their account information.
- 7.2 Pagemasters reserves the right, at its sole discretion, to refuse registration of customers, or cancel accounts Pagemasters deems inappropriate.
- 7.3 Lite and Prof customers may upgrade or downgrade their account at any time by following the prompts when the Customer is logged into their account.
- 7.4 If the Customer downgrades their account:
- (a) the downgrade will become effective immediately;
 - (b) no refunds will be paid in respect of any unused portion of any higher account offering; and

- (c) the Customer may lose data, content, features or capacity of their account and the Customer acknowledges and agrees that – subject to clause 14.6 and the Customer’s Consumer Rights – Pagemasters is not liable for such loss.
8. If the Customer upgrades their account:
- (a) the upgrade will become effective upon payment of the relevant Charges;
 - (b) any Charges the Customer paid in advance will be credited to their new upgraded account; and
 - (c) unless otherwise agreed, Pagemasters will charge the Customer’s credit card for any net amount due as a result of the upgrade and the Customer’s account renewal date will be reset to the next available billing day.
9. **Third Party Services**
- 9.1 Some features and functionality of the AAP Publish Services are dependent on Third Party Services.
- 9.2 Pagemasters’ ability to provide the Customer with Third Party Services which form part of the AAP Publish Services is subject to agreements Pagemasters has with third party suppliers.
- 9.3 Pagemasters may enter into further agreements or vary existing agreements with third party suppliers in relation to Third Party Services.
- 9.4 Pagemasters may change its third party suppliers at any time in its sole discretion without notice to the Customer.
- 9.5 The agreements between Pagemasters and third party suppliers may contain terms as to the use of Third Party Services. Customer must comply with third party suppliers’ terms and conditions to the extent applicable to the Customer. If those terms and conditions are not publicly available, the Customer may request that Pagemasters provide or make available a copy of the relevant parts of such terms and conditions
- 9.6 Pagemasters’ ability to provide the Customer with Third Party Services is conditional on the terms of, and continuation of, Pagemasters’ agreements with the third party suppliers.
- 9.7 Pagemasters accepts no liability for Third Party Services.
- 9.8 if Pagemasters’ agreement with a third party supplier expires or is terminated, rendering Pagemasters unable to continue to provide the Customer with a Third Party Service, then Pagemasters may immediately cease supplying that Third Party Service to the Customer.
10. **Charges**
- 10.1 If the Customer is a Lite Customer or Pro Customer, this clause 10 applies.

- 10.2 If the Customer is an Enterprise Customer, the clauses in their Enterprise Customer Agreement regarding Charges apply.
- 10.3 In consideration of the AAP Publish Services, the Customer must pay Pagemasters the Charges, either monthly or annually in advance. All Charges are subject to change at any time, and it is the Customer's responsibility to review the Pricing Schedule from time to time.
- 10.4 Unless otherwise agreed, the Charges must be paid with a valid credit card. If Pagemasters is unable to effect automatic payment of the Charges via the Customer's credit card, the Customer will be notified via email and Pagemasters reserves the right to, without liability to the Customer, suspend the Customer's access to and/or use of the AAP Publish Services until the relevant Charges (and interest) are paid.
- 10.5 Late payments carry annual interest at the business overdraft rate charged by Pagemasters' principal Australian bankers from the due date to the date of payment, calculated on a daily basis.
11. **Intellectual property**
- 11.1 Nothing in the Documents will operate to transfer or grant to the Customer any licence, intellectual property rights or the right to use the AAP Publish Services, except those rights expressly given under the Documents. Pagemasters retains all rights not expressly transferred or granted to the Customer.
- 11.2 The Customer acknowledges and agrees that:
- (a) all intellectual property rights in the Sites (including Pagemasters' or third parties' branding and logos) and the AAP Publish Services belong to Pagemasters, or Pagemasters' third party suppliers, at all times (**Pagemasters' IP**) and the Customer agrees not to challenge or do anything inconsistent with such ownership;
 - (b) the Customer must not reproduce any of the content on the Sites or Pagemasters' IP without Pagemasters' prior consent; and
 - (c) the Customer does not have any rights to Pagemasters' IP except those granted under the Documents.
- 11.3 The Customer warrants that it owns, or is authorised to use, the intellectual property rights in any data the Customer submits to the Customer's Website or in respect of the AAP Publish Services and the Customer indemnifies Pagemasters against any loss or damage Pagemasters incurs arising from such data. The Customer grants Pagemasters an irrevocable, royalty-free licence to use the Customer's intellectual property rights in relation to the AAP Publish Services.
- 11.4 The Customer must not:

- (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the AAP Publish Services or any software, documentation, or data related to the AAP Publish Services (the **Software**);
- (b) remove any proprietary notices or labels from the AAP Publish Services or any Software;
- (c) reproduce or copy the Software or the AAP Publish Services or any part thereof;
- (d) modify, translate, or create derivative works based on the AAP Publish Services or any Software; or
- (e) copy, reconstruct, distribute, pledge, assign, or otherwise transfer or encumber rights to the AAP Publish Services or any Software.

12. **Customer's obligations**

12.1 The Customer is responsible for:

- (a) all activity that results from use of the AAP Publish Services through the Customer's account, unless such activity arises from Pagemasters' negligence, wilful misconduct, or breach of its obligations under the Privacy Policy or the Documents;
- (b) maintaining the security of the Customer's account, username, passwords, and files and for all uses of the account and of the AAP Publish Services in the Customer's name; and
- (c) all content, materials, and information that the Customer uploads and/or transmits using or relating to the AAP Publish Services, and backing-up such content, materials and information.

12.2 The Customer must:

- (a) comply with all Applicable Laws that may apply to the Customer's use of the Customer's Website including to privacy and spam laws and all other Applicable Laws that apply wherever the Customer's Website may be viewed; and
- (b) allow Pagemasters and Cognitives the right to use the Customer's Website and the Customer's logo and name for the purposes of showcasing, promoting and publicising the AAP Publish Services and the Cognitives Platform.

12.3 If the Customer suffers any loss in connection with the Customer's Website or the AAP Publish Services, the Customer must take all reasonable steps to minimise their loss, including notifying Pagemasters without delay if there are steps Pagemasters can take to help minimise the Customer's loss.

13. **Acknowledgements, warranties and indemnities by the Customer**

13.1 Customer acknowledges and agrees that:

- (a) in order to use the AAP Publish Services, the Customer requires a modern browser such as Internet Explorer 10, Firefox 20, Safari 5 or Google Chrome 30 and a stable connection to the Internet. The AAP Publish Services may work in a limited manner on other web browsers such as earlier versions of the previously mentioned browsers but the AAP Publish Services are not designed to for use on web browsers other than those recommended above;
- (b) the operation and availability of the system used for accessing the AAP Publish Services can be unpredictable and that down-time of the AAP Publish Services, either scheduled or unscheduled, may occur from time to time. Subject to clause 14.6 and the Customer's Consumer Rights, Pagemasters will not be liable for the consequences of any down-time;
- (c) Pagemasters does not guarantee that the AAP Publish Services will be free from viruses or other conditions which could damage or interfere with data, hardware or software with which they might be used. Subject to clause 14.6 and the Customer's Consumer Rights, the Customer acknowledges that they assume all risk of use of all programs and files associated with the AAP Publish Services, and the Customer will not hold Pagemasters liable for any loss, damage or liability arising from such use;
- (d) the AAP Publish Services may contain materials produced or provided by third parties or the Customer may access links to third party websites through the Customer's Website. By accessing such content, the Customer acknowledges and agrees that:
 - (i) use of such third party websites or content may be subject to terms and conditions of the third party;
 - (ii) subject to the Documents, Pagemasters does not represent, endorse or warrant the accuracy, quality, reliability or nature of the content of any linked website whatsoever and the Customer accesses such third party websites or content at their own risk; and
 - (iii) subject to clause 14.6, any Service Pack and the Customer's Consumer Rights, Pagemasters is not liable for any:
 - (A) content uploaded to, accessed via, and/or sold or made available through, the AAP Publish Services, whether by Pagemasters or any third party; or
 - (B) losses, damages or other liabilities incurred as a result of the Customer's use of any third party websites or content accessed through the Customer's Website; and Pagemasters reserves the right to require the Customer to remove any third party link or content from the Customer's Website or the AAP Publish Services which the

Customer installs without obtaining Pagemasters' prior written consent;

- (e) subject to any Service Pack, the Customer will be solely liable for any content uploaded to, accessed, displayed, sold or made available through the Customer's Website;
- (f) the AAP Publish Services are provided on an 'as is' and 'as available' basis and the Customer's use of them is at the Customer's sole risk. Subject to clause 14.6, any Service Pack and the Customer's Consumer Rights, under no circumstances will Pagemasters, or any of its officers, representatives or personnel, be liable to the Customer or any third person for any loss or damage (including direct, indirect exemplary, special, incidental, cover, reliance or consequential damages, loss of profits or revenue, business interruption, loss of data, business opportunities, business interruption or personal injury), arising out of or in connection with the AAP Publish Services; and
- (g) Pagemasters may use third party suppliers to provide hardware, software, networking, connectivity, storage and other technology to provide the AAP Publish Services and that the AAP Publish Services may be subject to limitations, delays and other problems inherent in the use of such services. The delays, problems, acts and omissions of those third party suppliers are outside of Pagemasters' control and Pagemasters do not accept any liability for any loss or damage suffered as a result.

13.2 Customer warrants that:

- (a) the Customer will comply with all applicable laws when using the AAP Publish Services and the Customer's Website;
- (b) the Customer will not violate or attempt to violate the security of the AAP Publish Services or the Customer's Website;
- (c) the Customer will not use the AAP Publish Services to send or make available any unsolicited or unauthorised advertising, solicitations or promotional materials;
- (d) the Customer will not impersonate any person or entity or otherwise misrepresent themselves or enter into any fraudulent activities;
- (e) the Customer will not hack into the Customer's Website, other websites, Pagemasters' computer systems or the computer systems of other users of the AAP Publish Services. Hacking includes unauthorised access, malicious damage and/or interference and includes mail bombing, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or website; and

- (f) the Customer will not use the AAP Publish Services to store, distribute or publish racist, abusive, discriminatory, defamatory or sexual content, content glorifying violence or other illegal content in violation of any applicable laws, content that Pagemasters deems inappropriate in its sole discretion, or content that infringes the intellectual property rights or other rights of any third party.
- 13.3 The Customer indemnifies, defends, releases and holds harmless Pagemasters for and against all loss and damage incurred by Pagemasters and any third parties arising directly or indirectly from, or in connection with, the Customer's account, the Customer's Website, the Customer's use of the AAP Publish Services, the Customer's use of third party websites linked through the Customer's Website, any content the Customer submits via the AAP Publish Services or the Customer's Website (including third party claims for infringement of intellectual property rights or other rights) and the Customer's breach of the Documents.
- 13.4 Customer indemnifies Pagemasters and third party suppliers against any loss, cost, expense, claim, liability, action, proceeding, damages or demand (including reasonable legal costs) that Pagemasters or its third party suppliers suffers or incurs as a result of a breach by Customer or any end user's breach of the terms and warranties in the Documents.
- 13.5 Where any claims or legal actions of a third party are made or commenced against the Customer by any third party howsoever arising, the Customer;
 - (a) acknowledges and agrees that Pagemasters will have no liability in respect of any such claims or legal actions or any expenses or damages suffered or incurred by the Customer as a result of such claims or legal actions being commenced; and
 - (b) waives and releases Pagemasters from any liability in respect of such claims or legal actions.
- 13.6 The Customer agrees that that clause 13.5 is enforceable by and for the benefit of Pagemasters, the AAP Group and third party suppliers.
- 14. **Liability**
- 14.1 Subject to clause 14.6 and the Customer's Consumer Rights, Pagemasters does not warrant that:
 - (a) the AAP Publish Services will meet the Customer's specific requirements;
 - (b) the AAP Publish Services will be correct, accurate, appropriate, reliable, timely, secure, uninterrupted or error-free;
 - (c) the quality of any products, services, information or other material purchased or obtained by the Customer through the AAP Publish Services will meet the Customer's expectations; or
 - (d) any errors in the AAP Publish Services will be corrected.

- 14.2 Subject to clause 14.6 and the Customer's Consumer Rights, Pagemasters excludes all terms, conditions, representations and warranties either that may be implied in the Documents, statutory or otherwise, relating to the provision of the AAP Publish Services or the Cognitives Platform.
- 14.3 To the extent permitted by law, Pagemasters excludes liability to the Customer and their officers, directors, employees, contractors, clients, agents and suppliers for:
- (a) the acts or omissions of any third party and all Third Party Services or associated with the AAP Publish Services or the Cognitives Platform (including any interruptions, errors or faults in such Third Party Services);
 - (b) any interruptions, delays, errors or faults in the AAP Publish Services or the Cognitives Platform that are caused by the acts or omissions of the Customer or their officers, directors, employees, contractors, clients, agents and suppliers, including where the Customer uses third party software in conjunction with, or integrated with, the Customer's Website, the AAP Publish Services or the Cognitives Platform;
 - (c) any loss of business opportunity, loss of profits and loss of data (in each case whether such loss is direct or indirect); and
 - (d) any Consequential Loss arising in connection with the Documents.
- 14.4 Pagemasters makes no representation that the AAP Publish Services or the Cognitives Platform will be uninterrupted or free from defects, delays, faults or errors. Pagemasters will not be responsible for any Loss that may arise from interruptions, delays, faults or errors in the AAP Publish Services or the Cognitives Platform.
- 14.5 If Pagemasters is found to be liable to the Customer for any loss or damage, then subject to clause 14.6 and the Customer's Consumer Rights, Pagemasters' maximum aggregate liability in connection with the Documents and the AAP Publish Services, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, is limited to the resupply or rectification of the AAP Publish Services, but in no event will Pagemasters' liability exceed the Charges paid by the Customer to Pagemasters in the three (3) months prior to the date upon which the Customer's claim arose. The Customer agrees that Pagemasters' liability to the Customer will be reduced by the extent to which Pagemasters contributed to the loss.
- 14.6 If any consumer guarantee under the *Australian Consumer Law* applies to Pagemasters' supply of the AAP Publish Services:
- (a) the limitations of liability in clauses 4.6, 7.4(c), 13.1(b), 13.1(c), 13.1(d)(iii), 13.1(f), 13.1(g), 14.1, 14.2, 14.5, 16.11(b), 16.11(c) and 16.13 do not apply to any liability Pagemasters' has for failure to comply with a consumer guarantee; and

- (b) Pagemasters' liability for any loss, cost, liability or damage, however caused (including by negligence) suffered or incurred by the Customer because of the failure to comply with any consumer guarantee is limited to Pagemasters' (at its election):
 - (i) re-supplying the AAP Publish Services or supplying services equivalent to the AAP Publish Services; or
 - (ii) paying the cost of re-supplying the AAP Publish Services or supplying services equivalent to the AAP Publish Services.

- 14.7 The Customer agrees that this clause 14 is enforceable by and for the benefit of Pagemasters, AAP Group and their third party suppliers.

- 15. **Privacy and confidentiality**

- 15.1 The Customer consents to:
 - (a) Pagemasters collecting, holding, using and disclosing the Customer's personal information for the purposes of Pagemasters' customer relationship management system, Salesforce; and
 - (b) Cognitives collecting, holding, using and disclosing the Customer's personal information in accordance with Cognitives' Privacy Policy, which is available at <https://cognitives.io/privacy/>.

- 15.2 Pagemasters may use the Customer's account information and any technical information about the Customer's use of the AAP Publish Services to tailor the user experience of, or to facilitate the use of, the AAP Publish Services for the Customer, or to communicate with the Customer, in accordance with the Privacy Policy.

- 15.3 Pagemasters will not use any of the Customer's information for any other purposes than those related to the AAP Publish Services and to the extent that Pagemasters has the Customer's consent to use the relevant information.

- 15.4 The Customer consents to Pagemasters, on an ongoing basis, sending the Customer emails informing the Customer of the AAP Publish Services and other services Pagemasters or AAP may offer. The Customer can withdraw this consent and choose not to receive marketing information from Pagemasters by contacting Pagemasters. Pagemasters may also add the Customer's name and logo to Pagemasters' marketing material as long as the Customer is a customer of Pagemasters.

- 15.5 All information relating to the AAP Publish Services that could reasonably be considered by its nature to be confidential will be treated by the Customer as confidential unless Pagemasters' gives its permission for the Customer to use the information, or the information is in the public domain otherwise than by a breach of the Documents.

15.6 The Customer agrees to notify Pagemasters immediately if the Customer becomes aware that any person may have unauthorised knowledge, access to, or use of the AAP Publish Services.

16. Termination

16.1 If the Customer is a Lite Customer or Pro Customer, this clause 16 applies.

16.2 If the Customer is an Enterprise Customer, the clauses in their Enterprise Customer Agreement regarding termination apply.

16.3 Pagemasters may terminate the Documents at any time and with immediate effect by giving notice to the Customer.

16.4 Without limiting clause 16.3, Pagemasters may terminate any Service Pack at any time and with immediate effect by giving notice to the Customer.

16.5 The Customer may terminate the Documents at any time by giving notice to Pagemasters.

16.6 Without limiting clause 16.5, the Customer may terminate any Service Pack at any time by giving notice to Pagemasters.

16.7 Termination by the Customer under clause 16.5 or 16.6 will take effect two (2) working days after Pagemasters has received the Customer's notice of termination.

16.8 If the Documents are terminated by either party in accordance with this Licence:

- (a) Pagemasters must immediately cease supplying the AAP Publish Services and the Customer must immediately cease using the AAP Publish Services;
- (b) the Customer's obligation to pay all amounts due and owing to Pagemasters and any accrued Charges survives the expiry or termination of the Documents; and
- (c) each party retains the rights, remedies and powers it has in connection with any past breach or claim that has arisen before the termination of the Documents.

16.9 This Licence is not terminated automatically merely because any Service Pack is terminated.

16.10 The Documents are terminated automatically and with immediate effect if Pagemasters' agreement with Cognitives in respect of the Cognitives Platform expires without being renewed or it is terminated by either party.

16.11 If the Customer's account is cancelled or terminated for any reason:

- (a) the Customer's account will be deactivated or deleted and the Customer's data may be deleted from Pagemasters' systems within thirty (30) days after the date of cancellation;

- (b) subject to clause 14.6 and the Customer's Consumer Rights, the Customer will not be entitled to any refund of Charges paid in advance;
- (c) subject to clause 14.6 and the Customer's Consumer Rights, the Customer's content and data cannot be recovered;
- (d) any statutory retention requirements with respect to the Customer's data or information remain the Customer's responsibility; and
- (e) all clauses of the Documents which by their nature should survive termination will survive termination, including, clauses about ownership of intellectual property, warranties, disclaimers and limitations of liability.

16.12 If the Customer does not log into their account for more than 700 days:

- (a) Pagemasters may suspend the Customer's account at Pagemasters' sole discretion and notify the Customer of such suspension; and
- (b) the Customer will have thirty (30) days from the date of the suspension notice to log in to their account. If the Customer's account remains inactive, Pagemasters may permanently remove the account and all data contained in the account, from Pagemasters', or any third party's, database.

16.13 Pagemasters reserve the right to monitor any and all content and the Customer's use of the AAP Publish Services. Pagemasters may, in its sole discretion, remove any content and/or suspend or terminate the Customer's use of the AAP Publish Services for any reason (including any alleged breach of any term of the Documents), and subject to clause 14.6 and the Customer's Consumer Rights, the Customer is not entitled to any refund or credit relating to such removal, suspension or termination.

17. **General**

17.1 GST

Unless GST is expressly included, the consideration to be paid or provided under the Documents for any supply made under or in connection with the Documents does not include GST. To the extent that any supply made under or in connection with the Documents is a taxable supply, the GST-exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST-exclusive consideration is otherwise to be paid or provided. A party's right to payment is subject to a valid tax invoice being delivered to the recipient of the taxable supply.

17.2 Notices

If the Customer is a Lite Customer or Pro Customer, this clause 17.2 applies.

If the Customer is an Enterprise Customer, the clauses in their Enterprise Customer Agreement regarding notices apply.

Each communication in connection with the Documents has no legal effect unless it is in writing. Each party agrees to receive notices at its address, facsimile number and email address (as amended with notice from time to time) for: Pagemasters - Managing Director, AAP News Centre, 3 Rider Boulevard, Rhodes Waterside, Rhodes NSW 2138, Facsimile: 02 9322 87 Email: patkinson@pagemasters.com.au; with a copy to: Email: generalcounsel@aap.com.au and for - Customer: the name, address and contact details of Customer provided to Pagemasters upon the commencement of this Licence. Both parties must notify the other party if it changes its address, facsimile number or email address.

17.3 Force majeure

Pagemasters will not be in breach of the Documents and will not be liable to the Customer for delay or failure to perform an obligation due to a Force Majeure Event.

17.4 Variation

Pagemasters may change this Licence or the Service Packs at any time. If Pagemasters changes this Licence or the Service Packs, the new Licence or Service Packs will appear on the AAP Website. The Customer is responsible for checking the AAP Website regularly for any new Licence or Service Packs. Using the AAP Publish Platform Services after any changes are made to this Licence or the Service Packs means the Customer agrees to the new Licence and Service Packs. If the Customer does not agree to the new Licence and Service Packs, the Customer must stop using the AAP Publish Platform Services.

17.5 Assignment

Customer may not assign or otherwise deal with its rights, obligations or remedies under the Documents without the prior written consent of Pagemasters.

17.6 Severability

If any term or provision of the Documents is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed and the remaining terms and conditions will be unaffected.

17.7 Survival of obligations after termination

Termination of the any of the Documents does not relieve any party from that party's obligations under clauses 11, 15, 13, 14 and 17.

17.8 Entire agreement

The Documents:

- (a) are the entire agreement and understanding between the parties on everything connected with their subject matter; and
- (b) supersede any prior agreement or understanding on anything connected with that subject matter.

17.9 Governing law and jurisdiction

The law of New South Wales governs the Documents. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

18. Definitions

In the Documents, the following words have these meanings unless the contrary intention appears:

- 18.1 **AAP** means Australian Associated Press Pty Limited ACN 006 180 801.
- 18.2 **AAP Group** means AAP and each Related Body Corporate of AAP.
- 18.3 **AAP Publish Services** means the services provided under the Documents.
- 18.4 **AAP Website** means aap.io/legal.
- 18.5 **Applicable Laws** means all laws, directions, codes, regulations, rules and requirements in relation to, or having application to, the Customer's Website and use of the Customer's Website.
- 18.6 **Charges:**
 - (a) in respect of Lite Customers and Pro Customers, means the charges set out in the Pricing Schedule in respect of the AAP Publish Services;
 - (b) in respect of Enterprise Customers, has the meaning given in the Enterprise Customer Agreement; and
 - (c) in respect of all Customers, includes any additional charges set out in a Service Pack.
- 18.7 **Cognitives** means Cognitive Platform Pty Ltd ACN 155 767 712.
- 18.8 **Cognitives Platform** means the digital publishing platform developed and owned by Cognitives.
- 18.9 **Consequential Loss** means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss.
- 18.10 **Consumer Rights** means rights that the Customer may have under any law (including in Australia, the *Australian Consumer Law*) which may not be excluded, restricted or modified by agreement.

- 18.11 **Customer** means the person who entered into this Licence with Pagemasters.
- 18.12 **Customer's Website** means the website licensed to Customer pursuant to this Licence.
- 18.13 **Documents** means:
- (a) in respect of Lite Customers and Pro Customers, this Licence and all Service Packs;
and
 - (b) in respect of Enterprise Customers, the Enterprise Customer Agreement, this Licence and all Service Packs.
- 18.14 **Enterprise Customer** means a Customer which is a party to an Enterprise Customer Agreement.
- 18.15 **Enterprise Customer Agreement** means the Enterprise Customer Agreement published on the AAP Website.
- 18.16 **Force Majeure Event** means any cause beyond a party's reasonable control, such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, industrial disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of online services).
- 18.17 **GST** has the meaning given in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).
- 18.18 **Licence** means this document including any schedule or annexure to it.
- 18.19 **Lite Customer** means a person who selected has selected the Lite plan, as described on the AAP Website, in respect of the AAP Publish Services.
- 18.20 **Loss** means any judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity or otherwise.
- 18.21 **Pagemasters** means Pagemasters Pty Ltd ABN 24 050 545 045.
- 18.22 **Pricing Schedule** means the schedule of prices available at <http://publish.aap.com.au/pricing>.
- 18.23 **Privacy Policy** means AAP's Privacy Policy, which also applies in respect of Pagemasters, which is available at http://aap-public-cdn.s3.amazonaws.com/wp-content/uploads/2016/07/AAP_Privacy_Policy_2014.pdf.
- 18.24 **Pro Customer** means a person who selected has selected the Pro plan, as described on the AAP Website, in respect of the AAP Publish Services.

18.25 **Related Body Corporate** has the meaning given in section 9 of the *Corporations Act 2001* (Cth).

18.26 **Service Pack** means a Service Pack published on the AAP Website which:

- (a) sets out the terms on which Pagemasters provides additional services;
- (b) has been selected by the Customer by clicking 'I agree' or by delivering to Pagemasters a hard copy of the duly executed Service Pack.

18.27 **Sites** means www.cognitives.io and such other sites as may be offered from time to time.

18.28 **Terms of Use** means the terms and conditions on which the Cognitives Platform may be accessed and used, as published on the Cognitives Platform and available at <https://cognitives.io/terms-of-use/>.

18.29 **Third Party Service** means a service or product forming part of the AAP Publish Services in respect of which Pagemasters' ability to provide the Customer with the service is subject to an agreement Pagemasters has with a third party supplier.

19. Interpretation

In the Documents, the following applies, unless the contrary intention appears:

19.1 Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) any contract (including a Document) or other instrument includes any variation or replacement of it;
- (c) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes an individual, a firm, a body corporate, an unincorporated association or an authority;
- (e) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
- (f) a group of persons is a reference to any two or more of them taken together and to each of them individually;
- (g) a body which has been reconstituted or merged must be taken to be to the body as reconstituted or merged, and a body which has ceased to exist and the functions of

which have been substantially taken over by another body must be taken to be to that other body;

- (h) time is a reference to Sydney time;
- (i) a day or a month means a calendar day or calendar month;
- (j) money (including “\$”) is to Australian currency; and
- (k) any thing (including any amount or any provision of a Document) is a reference to the whole and each part of it and a reference to a group of persons is a reference to any one or more of them.

- 19.2 An obligation, representation or warranty on the part of or in favour of more than one person binds or is for the benefit of each of them separately and all of them jointly.
- 19.3 No party enters into a Document as agent for any other person (or otherwise on their behalf or for their benefit) or as a trustee. A party which is a trustee is bound both personally and in its capacity as a trustee.
- 19.4 The meaning of any general language is not restricted by any accompanying example, and the words “includes”, “including”, “such as”, “for example” or similar words are not words of limitation.
- 19.5 The word “costs” includes charges, expenses and legal costs.
- 19.6 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 19.7 Headings and the table of contents are for convenience only and do not form part of a Document or affect its interpretation.
- 19.8 If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- 19.9 Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.
- 19.10 If an act must be done on a specified day which is not a business day, the act must be done instead on the next business day.
- 19.11 A provision of a Document must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Document or the inclusion of the provision in the Document.
- 19.12 If there is any inconsistency between a provision in a Document and another provision in that Document or an inconsistency between a provision in one Document and a provision in another Document, to the extent necessary to resolve the inconsistency:



- (a) a specific provision takes precedence over a general provision; and
- (b) otherwise, the following order of precedence applies:
 - (i) first, the Enterprise Customer Agreement;
 - (ii) second, this Licence; and
 - (iii) third, the Service Pack.