

IDELIVER PLATFORM AUTHORISED USER TERMS AND CONDITIONS

1. GENERAL

- 1.1 The iDeliver Platform is operated by iConcept Pty Ltd (ACN 166 202 277) (**iConcept, we, our or us**).
- 1.2 By using, browsing or accessing the iDeliver Platform, you acknowledge that you have read, understood and accept these Authorised User Terms and Conditions (**Agreement**), together with our Privacy Policy, and agree to abide by them. If you do not accept this Agreement, you must not access and use the iDeliver Platform, and you will not be able to access or otherwise use Content and Services provided by the iDeliver Platform to users.
- 1.3 In this Agreement, **User, you** and **your** means the person authorised by the Customer to access and use the iDeliver Platform, and whose details are listed in the User Access Portal (and includes anyone acting on your behalf or with your express or implied authority).

2. REGISTRATION AND ACCESS

- 2.1 We do not charge you a fee to access and use the iDeliver Platform.
- 2.2 To access and use the iDeliver Platform, you must be registered by the Customer who will create and setup an account on your behalf on the iDeliver Platform (**User Profile**). Your User Profile will be operated by a User ID and password (**Password**) which can be changed any time by you accessing the User Access Portal. To setup a User Profile on the iDeliver Platform, you will be required to provide Personal Information to us.
- 2.3 You are responsible for:
 - (a) maintaining control over, and the confidentiality of, your User Profile, User ID and Password;
 - (b) keeping your User Profile registration information current, complete, accurate, and truthful. You must not impersonate another account holder or provide false identity information to gain access to or use the iDeliver Platform;
 - (c) notifying us in writing of any unauthorised access to, or use of, your User Profile, User ID or Password; and
 - (d) for all activities or transactions that occur using your User Profile. We are not liable for any loss or damage arising out of, or in connection with, any unauthorised access or use of, your User Profile, User ID and Password

2.4 At any time, you may edit, update or change your User Profile.

3. YOUR OBLIGATION

3.1 Subject to the terms of this Agreement, we grant you a non-exclusive, personal, revocable, non-transferable and non-sub-licensable licence to access and use the iDeliver Platform. You must only use the iDeliver Platform to deliver products to consumers for, and on behalf of, a Customer (and not for a third party or for any unlawful purpose).

3.2 You will not acquire, or be entitled to, any rights other than those rights expressly set out in this Agreement.

3.3 When using the iDeliver Platform, you must at all times:

- (a) obtain and maintain all hardware, software and communications equipment necessary to access, and use the iDeliver Platform;
- (b) comply with all Relevant Laws with respect to your obligations under this Agreement;
- (c) use the iDeliver Platform safely. For example, you should not use the iDeliver Platform while actually driving a vehicle; and
- (d) comply with all of our directions, policies and guidelines, advised in writing to you from time to time.

3.4 We will not be liable to you or anyone else if, for any reason, the iDeliver Platform is unavailable at any time or for any period. From time to time, we may suspend or restrict access to all, or some parts of the iDeliver Platform. You are responsible for making all arrangements necessary for you to access and use the iDeliver Platform. You are also responsible for ensuring that all persons who access the iDeliver Platform (such as through your internet connection, mobile phone, computer or any other device) are aware of this Agreement, and that they comply with them.

3.5 You must not:

- (a) introduce, access, store, distribute or transmit any viruses, worm, trojan or other malicious code into the iDeliver Platform;
- (b) violate any iConcept IP or any third party Intellectual Property Rights;
- (c) copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit or distribute all or any portion of the iDeliver Platform, or any other third party software that you may access or use through the iDeliver Platform, in any way;
- (d) access all or any part of the iDeliver Platform in order to build a product, service or code which competes or reproduces the iDeliver Platform (in full or part);

- (e) modify, alter, adapt, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the iDeliver Platform in any way, or otherwise learn the source code or algorithms underlying the iDeliver Platform;
- (f) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the iDeliver Platform available to any third party who is not a User; and
- (g) engage in any activity or conduct that is in breach of any Relevant Laws.

4. USER DATA

- 4.1 The iDeliver Platform is a platform that facilitates the scheduling, delivery and distribution of products to consumers by the User on behalf of a Customer (including the provision or publishing of delivery schedules and routes so that Users can deliver products to consumers). The iDeliver Platform allows Customers and Users to upload, submit, edit, share and disclose product information and orders, product collection details (such as Customer name, address, phone number and email address), delivery schedules and routes and the delivery details of consumers (such as full name, delivery address, phone number and email address) (collectively, **User Data**).
- 4.2 We are not responsible for uploading, maintaining, monitoring, deleting or censoring the User Data.
- 4.3 We do not recommend or endorse any User Data published, shared, created or uploaded on, or via, the iDeliver Platform. We disclaim all liability and responsibility arising from any reliance placed on such User Data, and any products and services provided therefrom, by any user of the iDeliver Platform or third party. We make no representations or warranties that use of the User Data will not infringe Intellectual Property Rights of any third parties.
- 4.4 The Customer and/or Users of the iDeliver Platform are responsible for the accuracy of all representations made in any User Data submitted, uploaded, displayed or published on, or via, iDeliver Platform. To the maximum extent permitted by Relevant Laws, we do not warrant that the products, services or User Data submitted, uploaded, displayed or published on the iDeliver Platform, iDriver App or the Website, are accurate, complete, reliable, current or error-free, nor do we make any warranty about the standard or quality of any of the products, services or User Data offered or displayed on, or via, the iDeliver Platform or iDriver App.
- 4.5 You agree to make your own enquiries to verify the information or data displayed or published on, or via, the iDeliver Platform and iDriver App, and to assess the accuracy, completeness and currency of the User Data. If you choose to rely

upon and use the User Data to provide delivery, courier or distribution services for, and on behalf of, the Customer or another User, you do so at your own risk.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1 You acknowledge that we, or our licensors, are the owner of the iDeliver Platform (or any Intellectual Property Rights contained therein) including any information, Content, templates or technology that may be provided to, or accessed by, you in connection with your use of the iDeliver Platform (including any modifications, enhancements of the foregoing (**iConcept IP**)). Accessing and using the iDeliver Platform does not give you (or anyone else) ownership of, or any right, title or interest in the iConcept IP.
- 5.2 Ownership of any User Data will vest in the creator of that User Data, but excluding iConcept IP.
- 5.3 You grant us a worldwide, non-exclusive, royalty-free, perpetual, non-transferable licence to use, disclose, reproduce, store, distribute, publish, export, adapt, edit, translate, produce derivative works from or copy and User Data (and all Intellectual Property contained therein) for the purpose of:
- (a) enabling us to provide you with access to, and use of the iDeliver Platform, the Services and otherwise perform our obligations and exercise our rights under this Agreement;
 - (b) informing you of products, services or events that we may offer from time to time or in relation to Third Party Products;
 - (c) identifying usage patterns, trends, and other statistical or behavioural data derived from use of the iDeliver Platform, in aggregated anonymized form, for the purposes of providing, operating, maintaining, or improving the iDeliver Platform or Services and for marketing purposes as further described in our Privacy Policy; and
 - (d) sharing User Data with an Affiliate or other third party (with whom we may contract or be affiliated with from time to time) for the purposes of performing or improving the iDeliver Platform or Services.

6. OUR OBLIGATIONS

- 6.1 Subject to your compliance with the terms of this Agreement, we will use reasonable endeavours to provide you with access to and use of the iDeliver Platform.
- 6.2 In the event that we fail to provide you with access and use of the iDeliver Platform and the Services in accordance with clause 6.1, we will use reasonable endeavours to correct any such non-conformance, or provide you with an alternative means of accomplishing the desired performance. The foregoing constitutes your sole and exclusive remedy for any breach of clause 6.1.

6.3 iConcept is not a manufacturer, publisher or distributor of products, journals, newspapers or magazines nor do we provide delivery or courier services. We are not responsible for the collection, distribution and delivery of products, journals, newspapers or magazines to consumers. The iDeliver Platform is a portal or conduit providing Customers and Users with a facility to organise, manage and schedule the delivery of products, journals, newspapers or magazines to consumers. Our role in providing you with access and use of the iDeliver Platform and the Services should be construed strictly in this context only.

7. NO WARRANTIES

7.1 To the maximum extent permitted by Relevant Laws, we exclude all express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), in connection with the iDeliver Platform.

7.2 Nothing contained in this Agreement excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010 (Cth)* or any other national, State or Territory legislation where to do so is unlawful.

7.3 You acknowledge, and agree that to the maximum extent permitted by Relevant Laws, we make no representation, warranty or guarantee in relation to the availability, continuity, reliability, accuracy, currency or security of the iDeliver Platform or the iDriver App (or any User Data, products or services provided in connection with the iDeliver Platform) and we will not be liable if the iDeliver Platform or the iDriver App is, or becomes unavailable for any reason, including directly, or indirectly as a result of:

- (a) telecommunications unavailability, interruption, delay, bottleneck, failure or fault;
- (b) negligent, malicious, wilful acts or omissions of third parties (including third party service providers) or other users;
- (c) maintenance (scheduled or unscheduled) carried out by us or any third party service provider, including in respect of any of the systems or network used in connection with the provision of the iDeliver Platform;
- (d) services provided by third parties (including internet service providers) ceasing or becoming unavailable; or
- (e) a Force Majeure Event.

7.4 You acknowledge that, to the maximum extent permitted by Relevant Laws, we do not make any warranty or representation:

- (a) that any information uploaded or made available to you by the Customer or another User of the iDeliver Platform (including any User Data) or any Content made available or offered on, or via the iDeliver Platform is accurate, complete, reliable, current or error-free, virus free or is suitable for any particular purpose or use under any specific conditions, and so is provided on an “as is” basis; and
- (b) as to the existence, quality, legality or financial viability of the Customer or any other User of the Deliver Platform. We are not liable to you or anyone else if you are directed or instructed by a Customer or another User on, or via, the iDeliver Platform to collect and deliver dangerous, fragile or illegal products.

7.5 You acknowledge that your access to, and use of, the iDeliver Platform and use may be interrupted or unavailable during scheduled or unscheduled maintenance.

8. LIMITATION OF LIABILITY

8.1 To the maximum extent permitted by Relevant Laws, we will not be liable to you or any third party for:

- (a) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities;
- (b) loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill, loss, corruption or alteration of data, downtime costs, loss of use, failure to realise anticipated savings, loss of opportunity or expectation loss or loss of production; or
- (c) loss of, or damage to, any property or any personal injury or death to you or any third person,

(a) arising out of, relating or connected to, the provision or use of the iDeliver Platform or the Services (including any User Data, the iDriver App or any products or services provided in connection with the iDeliver Platform) and this Agreement, regardless of the cause of action on which they are based, even if advised of the possibility of such damage occurring.

8.2 All risk in using the iDeliver Platform passes to you upon creating a User Profile, or otherwise using the iDeliver Platform (whichever is earlier). We do not control or direct what User Data is uploaded, shared, published, posted or otherwise transmitted by users on, or via, the iDeliver Platform, and we are not responsible to you or anyone else for any actions, activities, conduct or transactions (whether online or offline) that occur as a result of, or in connection with your access to, and use of, the iDeliver Platform.

- 8.3 To maximum extent permitted by Relevant Laws, under no circumstances will our aggregate liability to you or anyone else, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, exceed ten dollars (AUD \$10).
- 8.4 You agree to defend, indemnify and hold us, our Affiliates and our Personnel (collectively, the **Indemnified**) harmless from and against any and all actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) that may be brought against the Indemnified or which the Indemnified may pay, sustain or incur as a direct or indirect result of or arising out of:
- (a) your access to, and use of, or reliance on the iDeliver Platform, iDriver App, the Services, the User Data or any products or services acquired on, or via, the iDeliver Platform;
 - (b) the use by you, your Personnel or any third party of the iDeliver Platform;
 - (c) any breach of any third party's Intellectual Property Rights or other rights caused by you; or
 - (d) any breach by you or your Personnel of this Agreement.

9. THIRD PARTY PRODUCTS

- 9.1 You acknowledge that we may use Third Party Providers to enable us to provide you with access to, and use of, the iDeliver Platform, and that your use of and reliance on it, is solely at your own risk.
- 9.2 We do not endorse, sponsor or approve any Third Party Products or Third Party Providers made available on or via the iDeliver Platform. It is your sole responsibility to determine that specific products or services used by you which may be offered through the iDeliver Platform, meet your needs and/or are suitable for the purposes for which they are used.
- 9.3 Any rights you may have to access Third Party Products or Third Party Providers shall be limited to:
- (a) the extent of our ability to pass on such rights to you; or
 - (b) the relevant Third Party Provider's terms.

10. PRIVACY

- 1.2 All Personal Information you provide to open a User Profile and any User Data you upload, share, or publish on, or via, the iDeliver Platform, is subject to our Privacy Policy, which is incorporated into this Agreement. You warrant that, in relation to any Personal Information comprising User Data or any other information disclosed to us on, or via, the iDeliver Platform:

- (a) it has been collected in accordance with Privacy Laws;
- (b) you have the authority to upload, post, publish or otherwise transmit such information on, or via, the iDeliver Platform; and
- (c) you have obtained the informed consent of the individuals who are the subject of such Personal Information in order for us to use, disclose, store, transfer, process or handle it.

11. TERMINATION

11.1 You agree that we may, at any time and at our sole discretion, with or without cause or any notice to you, terminate, suspend or block your access to (either temporarily or permanently):

- (a) your User Profile;
- (b) the iDriver App;
- (c) the iDeliver Platform; and/or
- (d) the website and related social media pages, networks, products and services offered on, or via the iDeliver Platform.

11.2 Cause for such suspension or termination may include, but are not be limited to:

- (a) any serious or repeated breaches or violations of this Agreement, our policies and guidelines (including our Privacy Policy) and any other agreements entered into between the parties;
- (b) serious or repeated breaches or violations of another person's Intellectual Property Rights or privacy rights;
- (c) the Customer or iConcept terminates the iConcept Licence Agreement;
- (d) your activities, conduct or transactions on, or, via, the iDeliver Platform, which brings, or has the capacity to bring, iConcept into disrepute;
- (e) any alteration, modification, manipulation of any User Data without the consent of the owner of the Customer; and
- (f) requests by law enforcement or other government agencies.

11.3 You agree that all such suspensions or terminations shall be made at our sole discretion and that we shall not be liable to you or any third party for any such suspension or termination.

12. FORCE MAJEURE

1.3 We shall not be responsible to you (or anyone else) if we are prevented from or delayed in performing our obligations, by acts, events, omissions or accidents beyond our reasonable control, including but not limited to, acts of God, governmental actions, shipping, postal or other relevant transport strike, failure or accident, lockouts or other

labour difficulty, war or national emergency, acts of terrorism, fire, explosion, flood, an act or omission of a third party, epidemic, pandemic, mandatory government shutdown or lockdown, shortage of or inability to obtain any necessary materials, equipment, facilities or services, the failure of performance provided by others, internet interruption or virus, accidents or breakdown of plant, machinery, software, hardware or communication network, or default of hosting or data centre providers (**Force Majeure Event**).

13. UPDATES AND VARIATIONS

13.1 Without notice to you, we may, at our absolute discretion, from time to time:

- (a) change, add or delete the functions, features, performance, or other characteristics of the iDeliver Platform; or
- (b)
- (c) apply or install updates to, or new versions of, the iDeliver Platform.

1.4 You acknowledge that the Content on the iDeliver Platform is subject to change at any time and may be out of date at any given time. We are under no obligation to:

- (a) provide any user support services, update, correct or fix any Content or the iDeliver Platform; or
- (b)
- (c) notify you of any changes to the Content or the iDeliver Platform unless required by law to do so.

1.5 Some of the provisions contained in this Agreement may also be superseded by provisions or notices published elsewhere on the iDeliver Platform. Any changes are effective immediately upon posting to the iDeliver Platform. Your continued use of the iDeliver Platform thereafter constitutes your acceptance of all such changes to the Agreement.

1.6 Please read this Agreement before using the iDeliver Platform as the Agreement may have changed since the last time you accessed and used the iDeliver Platform. If you do not agree to any change, then you must immediately stop using the iDeliver Platform and the Services.

2. SEVERABILITY

2.1 If any provision in this Agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this Agreement which will continue in full force and effect.

3. RELATIONSHIP

3.1 No agency, principal-agent, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and us by this Agreement.

4. ENTIRE AGREEMENT

4.1 This Agreement, any other documents referred to in it, represent the entire agreement between us and you in relation to the subject matter and supersedes any previous arrangements, agreements, representations, understandings or statements (whether verbal, in writing, or in some other format).

5. JURISDICTION AND APPLICABLE LAW

5.1 The iDeliver Platform and Services are created and controlled by us in the State of Victoria, Australia. As such, the laws of the State of Victoria will govern this Agreement.

5.2 By using the iDeliver Platform and Services you submit to the exclusive jurisdiction of the courts of Victoria and agree that any legal action will only be commenced in this forum.

6. DEFINITIONS

In this Agreement, the following words shall have the following meanings:

- (a) **Affiliate** means in relation to any party, a person which, directly or indirectly, (i) is Controlled by that party; or (ii) Controls that party; or (iii) is Controlled by a person referred to in (ii) above, and for this purpose Control means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes.
- (b) **Content** means all the information, text, materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, databases, functionality and control features of the iDeliver Platform.
- (c) **Customer** means a product owner or distributor who has been granted a licence to access and use the iDeliver Platform in accordance with iConcept Licence Agreement.
- (d) **Force Majeure Event** has the meaning in clause 12.
- (e) **iConcept Licence Agreement** means the licence agreement or software-as-a-service agreement between iConcept and the Customer in relation to the provision of the iDeliver Platform and the Services.
- (f) **iConcept IP** has the meaning given to it by clause 5.1.
- (g) **iDeliver Platform** means the online platform and iDriver App owned, operated and managed by us, including any systems, Content and

server software, the computer hardware on which the platform, application, database, system, Content and server software is installed, and all Intellectual Property contained therein, provided or otherwise made available by us.

- (h) **iDriver App** means the mobile application containing delivery schedules and routes used by couriers and delivery drivers to deliver newspapers, magazines, journals, catalogues, other printed media and other products on behalf of the Customer (including reporting functions and features).
- (i) **Intellectual Property Rights** means designs, copyright, trade marks, patents, operations, software or systems, trade names and domain names, rights in goodwill, rights in confidential information or other intellectual property rights, whether under statute, common law, equity, and whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights and all similar rights which subsist or will subsist now or in future in any part of the world.
- (j) **Password** has the meaning given to it by clause 2.1.
- (k) **Personnel** means any person acting for or on behalf of an Authorised User and includes any director, officer, or employee, of the party.
- (l) **Personal Information** means data by which a person may be personally identified, including a person's name, postal address, email address, telephone number and any other information a party collects, including that which is defined as personal or personally identifiable information under any applicable Privacy Laws.
- (m) **Privacy Laws** means any applicable laws and codes of practice dealing with privacy, including the *Privacy Act 1988 (Cth)* (as amended) and the Australian Privacy Principles, and any other legislation, codes and policies relating to the handling of Personal Information applicable to the jurisdiction in which the user is located.
- (n) **Privacy Policy** means our privacy policy available on the iDeliver Platform, which is incorporated into this Agreement.
- (o) **Relevant Laws** means any relevant rules of common law, principles of equity, international, federal, state and local laws, statutes, rules, regulations, proclamations, ordinances and by-laws and other subordinate legislation, rulings, or legal requirements and Privacy laws, anywhere in the world.
- (p) **Services** means:
 - (i) the subscription services made available by iConcept to the Customer and User through the iDeliver Platform for the purpose of using Customer Data to schedule, deliver and distribute products on behalf of Customers to consumers, such as newspapers, magazines, journals, catalogues and other printed media and other consumable products; and

- (ii) Support Services.
- (q) **Support Services** means the support services related to the use and maintenance of the iDeliver Platform as set out in our Support Services and Maintenance Policy.
- (r) **Third Party Products** means software, products, services or content (including all Intellectual Property contained therein) that: (i) are provided by third parties; (ii) interoperate with the iDeliver Platform; and/or (iii) may be identified as third party products.
- (s) **Third Party Providers** means a supplier of Third Party Products.
- (t) **User Data** has the meaning in clause 4.1(a).
- (u) **we, our or us** means iConcept Pty Ltd (ACN 166 202 277), and where the context permits, includes our Personnel and Affiliates.
- (v) **Website** means the iConcept website located at www.ideliver.net.au/ or any other site notified by iConcept from time to time.
- (w) **User, you or your** has the meaning in clause 1.3.
- (x) **User Access Portal** means the self-service portal provided to the User to access and use the iDeliver Platform and the Services.
- (y) **User Id** means the unique identifier number issued to the User when the User creates a User Profile.
- (z) **User Profile** has the meaning in clause 2.1.