

PRIME-CCASA TERMS OF USE

Welcome to Prime-CCASA's online portal ("**Portal**") provided by Celtic Holdings Pty Ltd (ACN 009 215 276) (trading as Prime Company Compliance, Prime Documents, Prime Registry and CCASA), ESearch Pty Ltd (ACN 113 843 146) (trading as Prime Search) and/or their related entities (together, "**we**", "**us**" or "**our**").

1. About us

The Portal allows you to create an Account to access our services which includes the following:

- (a) the incorporation of companies and registration of business names with ASIC and the preparation of the documents which are required with each of these services;
 - (b) the establishment of various types of trusts and self-managed superannuation funds ("**SMSF**") and the preparation of the documents which are required to establish a trust or SMSF;
 - (c) assisting companies comply with their ongoing disclosure requirements contained in the *Corporations Act 2001* and other laws and regulations related to the running of a business in Australia; and
 - (d) any other services provided by us from time to time,
- (together, the "**Services**").

2. How to access our Portals

You can visit our portals at the following domains:

<https://compliance.primecc.com.au>

<https://registry.primecc.com.au>

<https://search.primecc.com.au>

You can access the Site, the Portal or your Account using any type of device including a computer, mobile phone, tablet or console that meets the minimum specifications required to use the Portal or Account ("**Device**").

3. Customers

You are a "**Customer**", "**User**" or "**you**" in these Terms of Use if you use the Services on any Device.

4. Eligibility

In order for a User to be eligible to use our Services, the User must:

- (a) be an individual who is at least 18 years old;
- (b) have full legal capacity and power to enter into these Terms of Use and to access and use the Services in the manner contemplated by these Terms of Use;
- (c) have a valid and verifiable email address and Australian mobile telephone number; and

- (d) provide their real name and true and correct personal details which may be subject to our verification of identity check.

By agreeing to these Terms of Use, you represent and warrant that you are eligible to use the Services and you will not use the Services (or cease using the Services immediately) if you are not eligible to do so at any time.

5. Legal nature of these Terms of Use

These Terms of Use form a binding legal agreement between us, our successors and assignees, and each User. The Terms of Use explain our obligations as a service provider and the User's obligations as a consumer of the Services. By using the Services, each User understands and agrees to comply with and be legally bound by these Terms of Use. Please read these Terms of Use carefully before accessing and/or using any of the Services.

If any of the above is not correct, or if the User does not agree to these Terms of Use, the User is not permitted to access or use any of the Services.

These Terms of Use may be amended from time to time, without prior notice. Use of the Services following any such amendments will be deemed to be confirmation that the User accepts those amendments. We recommend that each User reviews the current Terms of Use, before continuing to use the Services.

6. Privacy Policy

Your privacy is very important to us. These Terms of Use supplement and incorporate our Privacy Policy. Please refer to our Privacy Policy (a copy of which either has been provided or can be provide to you on request) for further information about how we collect, use, store, process and disclose your personal information.

7. Definitions and Interpretation

All capitalised terms in these Terms of Use have the meaning given to that term in the in the Schedule "Definitions" unless the context requires otherwise.

A reference to dollars or "\$" in these Terms of Use is a reference to Australian currency.

1. REGISTRATION TO USE THE SERVICES

1.1 Registration process and identity verification

- (a) In order to set up an Account and access the Services, you must first register as a user of the Services.
- (b) As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including your:
 - (i) first and last name;
 - (ii) email address;
 - (iii) Australian mobile phone number;
 - (iv) date of birth; and
 - (v) any other information that may be requested by us as part or in connection to the registration process.

1.2 Creating your Account

- (a) Your Account will be created once you have provided us with all the information required for us to register you for the Services.
- (b) By registering for an Account, you acknowledge you have accepted these Terms of Use, Privacy Policy and any other policies on our Site.
- (c) You will be asked to create a secure password for your Account. You may then access your Account using your secure password.

2. Services

2.1 List of Services

You can access the following Services through the Portal:

- (a) registrations of a new company or a new business name with ASIC;
- (b) applications for Australian Business Numbers, Tax File Numbers, Pay As You Go and other ATO requirements;
- (c) company compliance and support services for the company to comply with its ongoing obligations as required by the Act including the preparation of any ASIC forms, which includes:
 - (i) preparation and lodgement of all ASIC compliance forms including resolutions, minutes and all other associated documentation;
 - (ii) notifying ASIC of any changes to your officeholders, registered address, share capital and other company information;
 - (iii) share register changes including share issues and transfers (including any rebuilds and restructures);

- (iv) processing the company's annual company statement and providing the necessary solvency resolutions; and
- (v) ASIC notifications for crowd-sourced funding campaigns;
- (d) registered office facilities, including:
 - (i) use of our office as a company's principal place of business;
 - (ii) our appointment as a company's local agent;
 - (iii) appointing a representative of us acting as a public officer of a company; and
 - (iv) our engagement to provide process agent services to a company;
- (e) establishment of a new discretionary/family trust, unit trust, bare trust or self-managed superannuation trust;
- (f) trust compliance and support services for trusts, including discretionary trust distribution minutes and tax statements required to be provided by trusts;
- (g) view and receive reminders of invoices issued by ASIC which remain outstanding related to a company;
- (h) storage facilities for company and trust documents that are prepared and/or produced through the Portal;
- (i) electronic binder systems which allow the User to rebuild a binder using all of the information contained in the Portal and generate a PDF document;
- (j) access to forms and documents required for a company to declare and pay a dividend and facilities to facilitate the payment of the dividend to those parties who are entitled to payment of a dividend;
- (k) access to merchant facility services provided through a third party;
- (l) commencement of the process of preparing the suite of documents required for a loan to be provided under Division 7A of the *Income Tax Assessment Act 1936* (Cth);
- (m) ABA files for bank transfers;
- (n) requesting the provision of general advice;
- (o) Prime Search which includes access to ASIC searches, know your customer reports and due diligence reports;
- (p) introduction to Australian individuals who may be willing to be nominated as the Australian-based director of your company; and
- (q) any other Services provided by us through the Portal from time to time.

2.2 Scope of the Services

- (a) Details in respect of each of the Services are as set out in the Portal or otherwise as provided by us to you from time to time.

- (b) If there are any conflicts between the details of the Services as set out in the Portal, these Terms of Use and the scope of the Services provided by us to you from time to time, the following order will apply in respect of any such conflict:
 - (i) firstly, the scope of the Services provided by us to you;
 - (ii) secondly, the scope of the Services set out in the Portal; and
 - (iii) thirdly, the scope of the Services set out in these Terms of Use.
- (c) You acknowledge and agree that the scope of each of the Services may change from time to time without warning or notice. As such, you:
 - (i) must review the scope of the Services prior to each request for the provision of any of the Services as they may differ from any previous requests and/or provisions of such Services; and
 - (ii) agree that the scope of the Services will be such scope of Services as set out at the time of the request for the provision of such Service.

2.3 Registered Office

- (a) All notices and letters physically received at our Registered Office will be scanned and emailed to the nominated email address with the original documents being sent by post to your nominated address. We will use its reasonable endeavours to email and post the notices and letters received for a company within the following timeframes:
 - (i) ASIC correspondence – emailed and posted within two (2) Business Days of receipt;
 - (ii) ATO correspondence – emails and posted within two (2) Business Days of receipt;
 - (iii) legal notices and other legal-related documents – emailed and posted within one (1) Business Day of receipt; and
 - (iv) all other correspondence – emailed and posted within three (3) Business Days of receipt.
- (b) If any documents are required to be signed by us or a representative of us, we or our representative (as the case may be) will use their reasonable endeavours to sign and return the documents requested within three (3) Business Days of receipt. Notwithstanding anything to the contrary, you acknowledge and agree that we or our representative may at their absolute discretion request any further documentation and/or refuse to sign a document which they reasonably believe is not necessary for them to sign or which places an undue burden on either us or our representative.
- (c) Where we are engaged to provide process agent services, then you appoint and authorise us to accept, on behalf of the company and the User (as the case may be), service of process from ASIC and, in relation to proceedings relating to any laws connected to financial services, from any person.

2.4 Payments and Reminders

- (a) Through the Portal, you can see and be reminded of invoices issued by ASIC which remain outstanding related to a company connected to the Account.

- (b) The Portal can be updated to provide you with reminders of the payment of ASIC invoices either:
 - (i) daily;
 - (ii) weekly;
 - (iii) fortnightly; or
 - (iv) monthly.
- (c) The reminders are solely for your review and consideration and we do not make any representation as to the accuracy of the information contained in the ASIC invoices. If there are any disputes in respect of the ASIC invoice (including but not limited to the amount payable or any payments for delays or extraordinary amounts), such disputes must be discussed directly with ASIC.
- (d) You are solely responsible for the timely payment of any invoices payable to ASIC and you will not hold us responsible or make a Claim against us for any reason whatsoever for any delay in payment of any such invoices or payments due to ASIC.
- (e) If you arrange payment using the ASIC's payment gateway through the Portal, we will not be responsible for or liable for any Claims whatsoever in respect of or in connection to the use of ASIC's payment gateway through the Portal.

2.5 Online Binder

- (a) You understand and acknowledge that, if for any reason your access to the Portal is suspended or terminated for any reason whatsoever, you will not be able to access your company or trust documents using the Portal.
- (b) By using this function in the Portal, you agree that you will not bring any Claim against us for any reason whatsoever in connection to or as a result of the company or trust documents being corrupted, lost or permanently destroyed.

2.6 General Advice

- (a) We reserve the right to refuse or reject any request of advice at our absolute discretion. If we do so, we will provide you with written notice of such refusal or rejection either directly or through the Portal.
- (b) If we choose to provide you with the advice requested, we will use our reasonable endeavours to respond to such advice in a timely manner and be based on the facts and information actually known to us at the time of providing such advice.
- (c) We may request further information to assist with the provision of the advice to you and can withhold providing any advice until such information is provided to us.
- (d) You acknowledge and agree that any advice provided is not legal advice nor is intended to be legal advice (unless specified otherwise) and you will carefully and diligently review the advice that has been provided and seek independent legal advice as to the accuracy and adequacy of the advice.

2.7 Australian Director Nomination

- (a) We have a panel of Australian-based directors which we can introduce you to if there is a requirement for an Australian-based director to be nominated to your company.
- (b) The services are limited only to the introduction and we do not make any representation or warranty as to those individual's ability, adequacy or competence to act as a director or their willingness to act as a director of your company.

3. Disclosure of personal information

3.1 Privacy

Any personal information provided by a User to us will be used in accordance with our Privacy Policy.

3.2 Payments

By using our Services and/or providing us with any of your personal information (including payment details to make a payment), you acknowledge and consent to us disclosing some or all of your personal information to Third Parties in accordance with our Privacy Policy and in accordance with local data protection laws. Please refer to our Privacy Policy which deals with the disclosure of your personal information to Third Parties.

4. Fees and Charges

- (a) The fees and charges in respect of each of the Services (and any part thereof) are as advised by us to you from time to time, as set out in the Portal or as set out on our Site (together, the "**Charges**").
- (b) If there are any conflicts between the Charges as set out in the Portal, on our Site and the Charges provided by us to you from time to time, the following order will prevail to the extent of such conflict:
 - (i) firstly, the Charges provided by us to you;
 - (ii) secondly, the Charges as set out in the Portal; and
 - (iii) thirdly, the Charges as set out on our Site.
- (c) You understand and acknowledge that the Charges may change from time to time without warning or notice. As such, you:
 - (i) must review the Charges prior to each request for the provision of any of the Services as they may differ from any previous requests and/or provisions of such Services; and
 - (ii) agree that the Charges will be such Charges as set out at the time of the request for the provision of such Service.
- (d) You acknowledge and agree that all the Charges are exclusive of any charges or amounts payable to any Third Party including without limitation ASIC, which are all due and payable by you in addition to the Charges.

- (e) You agree to pay all amounts due and owing as set out in the tax invoice, or as otherwise specified by us at our discretion (without set-off or deduction).
- (f) You may pay an invoice through the payment methods set out on the invoice.
- (g) If the User defaults in paying any amounts due and payable, we reserve the right at our sole discretion, without limiting our other rights and remedies under this Terms of Use to do any one or more of the following:
 - (i) charge an administration fee for the delay in the payment of the tax invoice;
 - (ii) charge interest at the Default Rate on the unpaid amount to be calculated on a daily basis;
 - (iii) suspend access to any or all of the Services until such amounts are received in full;
 - (iv) terminate your Account and the access to the Services immediately; and/or
 - (v) transfer the right to receive, recover or pursue such amounts to a third party and you will be liable to us and/or the third party for any associated costs until such time as such amounts are paid in full to such third party.
- (h) In addition to section 4(g) above, if:
 - (i) any amounts are due and payable but not received by us in full within sixty (60) days from the date on which such amounts fall due; and
 - (ii) the amount owed is over \$100, and
 - (iii) we have requested payment of the debt either in person (for example by phone call) or in writing (for example, by sending an email or letter) or are unable to contact you,

then, at our sole discretion, we may notify a commercial credit reporting agency and provide you with notice of our intent to do so.

5. GST

5.1 Interpretation

Words or expressions used in this section 5 which are defined in the GST Act have the same meaning in this section.

5.2 GST Gross Up

- (a) Unless specifically described otherwise, all amounts (including without limitation the Charges) are GST exclusive.
- (b) If GST is payable by us in respect of any supply made under or in relation to these Terms of Use, the recipient of the supply must pay an amount ("**GST Amount**") equal to the GST payable on the supply.
- (c) The GST Amount is payable in addition to and at the same time as the net consideration for the supply.

- (d) For the avoidance of doubt, any services provided by a Third Party provider as an agent of us are treated as supplies made by us for GST purposes.

5.3 Tax invoices

- (a) You acknowledge that we will not issue you with a valid tax invoice where the total amount of the Charges that are payable by you in respect of any payment made through the Portal is valued at \$100 (GST inclusive) or less. You are still required to pay the GST on these taxable supplies where you have not been provided with a valid tax invoice.
- (b) If the Charges exceed \$100 on any single payment through the Portal, then we will issue you with a valid tax invoice for those Charges if requested by the User.

6. Intellectual Property

6.1 Our Intellectual Property

- (a) All Intellectual Property Rights arising from or in connection with the Portal or the Services, together with any applications for registration and any rights to registration or renewal of such rights anywhere in the world whether created before or after the date these Terms of Use and whether used or contained in any of the Portal or the Services, is owned, controlled or licensed to us (or its affiliates and/or Third Party licensors as applicable) (collectively referred to “**Our Intellectual Property**”).
- (b) Nothing in these Terms of Use constitutes a transfer of any Our Intellectual Property.
- (c) Our Intellectual Property and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of us or the applicable trademark holder or Intellectual Property owner.

6.2 Your Intellectual Property

- (a) As part of the provision of the Services, we may use your Intellectual Property. If we do, you grant to us a non-exclusive licence to use your Intellectual Property which is required to be used for us to deliver the Services.
- (b) You represent and warrant to us that:
 - (i) you are the sole legal and beneficial owner of your Intellectual Property used by us as part of the delivery of the Services and that no third party has any rights, entitlements or interests (either directly or indirectly) to such Intellectual Property;
 - (ii) your Intellectual Property is not in breach or infringes any third party Intellectual Property Rights; and
 - (iii) our use of your Intellectual Property will not result in the infringement of the proprietary rights of any third party.
- (c) You acknowledge and agree to indemnify and hold us, our officers, employees and agents harmless against any Claims, actions, demands, proceedings, liabilities, damages, costs and expenses (including legal costs on a solicitor own client basis) howsoever arising, paid, payable, suffered or incurred by the Licensee as a result of, or in connection to, any act or omission of you or any of your officers, employees and agents in respect of any of your Intellectual Property which is used by us in the delivery of the Services.

7. Data

- (a) You agree that we may collect, process, use, disclose, store, and back-up your Data for any purpose (including the purpose of enabling you to use or access the Services and any other purpose related to provision of services to you or any User).
- (b) Where we collect, process, use, disclose, store, and back-up any of your personal information (including any of your Data) we will do so in accordance with our Privacy Policy.
- (c) If you want us to delete your Data at any time, you must request this from us by following the process set out in our Privacy Policy under the heading '8. Access to and correction of personal data'.

8. Third Party Applications and Your Data

- (a) If you enable Third Party applications for use in conjunction with the Services, you acknowledge that we may allow the providers of those Third Party applications to access your Data as required for the interoperation of such Third Party applications with the Services.
- (b) You agree that where you use any Third Party applications or services to interact with our Services in any way, you do so at your own risk and on the understanding that we are not responsible for any claims or loss arising out of, incidental to or in any way related to (either directly or indirectly), your use of such Third Party applications or services and/or the interaction of such Third Party applications or services with the Services.

9. Your rights and obligations

- (a) By registering an Account you will have the right to use the Services in accordance with these Terms of Use for as long as you hold that Account and the access to such Account has not been suspended or terminated by us for any reason.
- (b) If:
 - (i) you provide incorrect information; and
 - (ii) the new company is registered with ASIC with this incorrect information which needs to be corrected,you must pay the necessary Charges and additional fees incurred in respect of the correction of the new company information with ASIC.
- (c) You acknowledge and agree that at the time that you apply to create your Account and each time you access and use any of the Services, you will:
 - (i) carefully and diligently review the forms and documents that have been produced and will seek independent legal advice as to the accuracy and adequacy of the forms and/or documents before signing or lodging any forms;
 - (ii) not hold us liable whatsoever for any Claims that any authorised officer, director, company or you may be liable as a result of or in connection to the Services;
 - (iii) be eligible to establish an Account and use the Services;

- (iv) use the Services only as permitted in accordance with these Terms of Use;
- (v) ensure at all times that all details that are uploaded to the Portal are accurate, true and correct;
- (vi) must provide all information that may be requested by us from time to time in connection with our delivery of any of the Services;
- (vii) not provide us with any information that is incomplete, false, inaccurate or misleading when using the Services in any way including but not limited the information provided to register your Account, or make payments;
- (viii) pay all applicable Charges associated with the Services;
- (ix) ensure any information about you, including your contact details, is accurate, current and complete. If your information changes, you must update it through your Account;
- (x) not use the Services for any fraudulent, improper or unlawful activity;
- (xi) cooperate fully with us to investigate any reported or suspected unlawful, fraudulent or improper activity;
- (xii) not permit others to use your Account;
- (xiii) not use any technology to damage, intercept, download, scan, skim or otherwise interfere with the Services or the Site;
- (xiv) not attempt to undermine the security or integrity of our computing systems or networks or, where the Services are hosted by a Third Party, that Third Party's computing systems and networks;
- (xv) immediately contact us if you believe your Account may be subject to unauthorised access and unauthorised actions;
- (xvi) not use, or misuse, the Services in any way which may impair the functionality of the Services, or other systems used to deliver the Services or impair the ability of any other person to use the Services;
- (xvii) not cause us to lose (in whole or in part) or risk losing (in whole or in part), whether by any of your acts or omissions the services, integrations, or access of, to, or with, our integrated providers or third party suppliers whether you have knowledge of their link(s) to our business or not;
- (xviii) provide your own Device and other access facilities (including terminal, software, internet access, modem and telecommunications facilities) necessary for utilising the Services;
- (xix) keep your Account details, username and password confidential;
- (xx) not disclose your Account password to any Third Party and you will take sole responsibility for any activities or actions under its Account, whether or not it has authorised such activities or actions;
- (xxi) take sole responsibility for any activities or actions under your Account, whether or not it has authorised such activities or actions;

- (xxii) confirm that you have read and accepted the terms and conditions of the providers of any third party platform that are used by us in connection with the Services;
- (xxiii) not reproduce, make error corrections to or otherwise modify or adapt the Services or Portal or create any derivative works based upon the Services or Portal (including but not limited to copying, editing, amending or re-using the code and/or functionality of any of the Services);
- (xxiv) not de-compile, disassemble or otherwise reverse engineer the Services or Portal or permit any Third Party to do so; and
- (xxv) not modify or remove any copyright or proprietary notices on any of the Services.

10. User's Acknowledgements

10.1 Use of the Services

- (a) By accessing and using the Services, you acknowledge that:
 - (i) the Services are only to be used for their intended purpose and for no other purpose;
 - (ii) you have not relied on any representations or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by us;
 - (iii) all information provided to us is accurate and correct and absolutely free of any errors or omissions;
 - (iv) where applicable, all other parties which may be effected by the use of the Services have provided their written consent to such effect and such consent has not been revoked at any time prior to the use of the Services;
 - (v) if at any time the information that you have provided to us becomes incorrect or inaccurate, you will immediately inform us in writing of such incorrecion or inaccuracy and provide the corrected information;
 - (vi) all personal information (including all emails and contact information) that has been provided is current and accurate and if any such information changes, you will immediately update such information within the Portal or provide us notification of such changes in writing;
 - (vii) we do not make any representations or warranties in respect of any of the following:
 - (A) the availability of the registration of any particular name;
 - (B) whether ASIC will permit the registration of any particular name; or
 - (C) the timeframe in which ASIC may take to review and process any application for the registration of a business name;
 - (viii) any use of the Services is subject to and conditional upon any applicable laws and regulations of Australia and any regulations, rules, rulings or directions provided by any governmental agency (including but not limited to ASIC);

- (ix) any email portal or email system approvals, policies and/or protocols have been established and/or approved to allow emails to be sent by us and received by you; and
- (x) we do not make any representation or warranty or will be liable whatsoever in respect of or in connection to the accuracy of any information, documents or material that is provided by any third party or the timeliness of the delivery or such information.

10.2 Third Party Providers

- (a) The reports and information produced as part of the delivery of the Services may contain information sourced from Third Parties ("**Third Party Report**").
- (b) Third Party Reports are only intended for you or the User (as the case may be) and cannot be provided to, or relied upon, by any other person.
- (c) If a Third Party Report contains information sourced from Third Parties, such information has been compiled by us solely by using information obtainable and accessible from third party departments and sources, including but not limited to information provided by government departments and agencies, ("**Third Party Information**"). We have relied solely on these departments and sources for the Third Party Information contained the Third Party Report.
- (d) We prepare the Third Party Reports on the assumption that all Third Party Information obtained from the relevant departments and sources are accurate and correct. We have not independently checked, assessed or verified the Third Party Information contained in the Third Party Reports and as such, the information contained in the Third Party Reports may not be accurate and/or complete if any of the information obtained, sourced and/or accessed by us is not accurate and complete.
- (e) The information contained in a Third Party Report has been sourced as at the date of the Third Party Report or such other date noted in the Third Party Report in respect of such information. As such, the information in a Third Party Report may be updated, changed, altered, corrected or amended after such date. We are not responsible or are engaged to notify you of any such updates, changes, alterations, corrections and/or amendments. If an update of the information contained in a Third Party Report is required, you or the User (as the case may be) will be required to order a new Third Party Report which will contain updates (if any) to the information contained in the earlier version of the Third Party Report.
- (f) The Third Party Reports are not designed nor are intended to provide or purports to provide any advice, conclusions or any representations whatsoever including in respect of the adequacy of the entity or individual searched or any proposed or actual transaction in respect of or in connection to (either directly or indirectly) the entity or individual that is searched or that is the subject of the third Party Report.
- (g) To the fullest extent permitted by law, by engaging us to prepare a Third Party Report, you acknowledge and agree that:
 - (i) the Third Party Report does not constitute legal, financial, accounting or any other form of professional services advice;
 - (ii) we do not warrant or represent the accuracy, currency, completeness, reliability, timeliness, suitability or quality of any of the Third Party Information contained within the Third Party Report;

- (iii) under no circumstances will we be liable to you or the User (as the case may be) for any loss or damage suffered or incurred by you, the User or any other party as a result of the reliance on the Third Party Information contained in the Third Party Report including in circumstances where the Third Party Information is incorrect, inaccurate, defective, unsuitable, unreliable or has been superseded;
 - (iv) your or the User's (as the case may be) sole and exclusive remedy for our breach of any statutorily implied warranties, conditions or guarantees which cannot lawfully be excluded, is limited to, at our option, either resupplying the Third Party Report or paying the cost of providing the Third Party Report again in respect of which the breach occurred;
 - (v) you or the User (as the case may be) will use your own expertise and judgement when considering the Third Party Information contained within the Third Party Report and you and the User (as the case may be) acknowledge and agree that we are not providing any advice or recommendation in respect of the Third Party Information or in any other respect in the Third Party Report; and
 - (vi) you and the User (as the case may be) are responsible for ensuring the accuracy and completeness of any information submitted to us for the purposes of preparing the Third Party Report and under no circumstances will we be liable to you, the User or any other party for any loss or damage incurred, suffered or sustained by you, the User or any other party should any of this information be inaccurate, defective, unsuitable, unreliable or superseded.
- (h) Under no circumstances do we accept responsibility or liability (either directly or indirectly) to any person other than you or the User (as the case may be) in respect of or in connection to the contents of a Third Party Report.

11. Our rights and obligations

- (a) Subject to these Terms of Use, we will provide you with access to the Services upon the establishment of your Account.
- (b) We reserve the right to change, suspend, limit, remove, or disable access to any of the Services at any time without notice including suspending or terminating any User's Account and his/her access to the Services if any information provided to us proves to be inaccurate or false.
- (c) Under no circumstances will we be liable for the suspension, removal, termination or disabling of access to your Account any such Services. We may also impose limits on the use of or access to the Services in any case and without any notice or liability.

12. Indemnity

You agree to indemnify and hold us and our related bodies corporate, officers, employees and agents harmless ("**Indemnified**") from and against any action, liability, Claims, loss, damage, proceeding, expense (including reasonable legal costs and expenses) suffered or incurred by any of the Indemnified, whether directly or indirectly, in connection with:

- (a) your breach or non-observance of any obligation you may have to us pursuant to these Terms of Use;
- (b) your use or access of any of the Services;

- (c) any breach or inaccuracy in any representations or warranties made by you, including the warranties and promises contained in these Terms of Use;
- (d) any wilful, unlawful or negligent act or omission;
- (e) your failure to provide true, accurate and correct Data which is required to be provided by you in order for us to provide the Services;
- (f) your failure to provide true, accurate and correct personal information for any purpose including but not limited to the provision of the Services and the personal information required in order to verify your identity;
- (g) any violation, contravention or infringement of any applicable laws by a User; and
- (h) any act, omission, neglect or default on the part of a User that results in a claim, liability or loss being brought by a Third Party against those indemnified.

13. Our Liability

- (a) To the maximum extent permitted by law:
 - (i) all warranties, whether express or implied including warranties as to fitness for any purpose and merchantability are expressly excluded;
 - (ii) we shall not be liable for any injury loss expense or damages of any kind whatsoever or however arising whether directly, indirectly, consequently or contingently to any person or property and without limiting the generality of the foregoing, we shall not be liable for any losses, expenses or damages caused by delays or any other reasons or additional expenses incurred by you or the User including losses of prospective profits or actual profits incurred by you or the User;
 - (iii) we do not warrant or guarantee that the Services, or the server supporting the Services, are free from defects, viruses or other harmful components, or your access to the Services will be uninterrupted or error free;
 - (iv) we will not be in any way responsible for the delivery and/or receipt of any emails sent by us to any email address if such emails are not received by the recipient as a result of or in connection to any email portal or system that may be in use or any email approvals, policies and/or protocols that may be in place;
 - (v) we are not in any way responsible for any such interference or prevention of your use of or access Services which is caused or contributed to by a fault with your Device or by the systems (including public telephone services, computer networks and the internet) used by you to access the Service;
 - (vi) we accept no responsibility for a User's failure to provide true, accurate and correct information in connection with accessing or using the Services including but not limited to providing false information regarding the User's identity or the correct billing information;
 - (vii) we accept no liability for the loss of Data where such loss is wholly or partly caused by factors beyond our reasonable control including, but not limited to, failure or fault in the hosted environment of the Services, defective network or internet connections, defective equipment utilised by you or incorrect operation by you of your own Device or other access facilities;

- (viii) we will not be responsible for any disclosure, use, modification or deletion of your Data resulting from any access by third party platform providers; and
 - (ix) neither us, nor our directors, officers, employees, contractors or agents, will be liable for any direct, indirect, consequential or other loss or damage to any person or entity, however caused (whether by negligence or otherwise), arising in connection with your use of, or inability to use, the Services, or reliance upon any of the content or other information posted on the Services
- (b) Nothing in these Terms of Use excludes, restricts or modifies any rights that you have under existing laws or regulations and codes, including the *Competition and Consumer Act 2010 (Cth)* and fair trading laws. Our services provided to you under these Terms of Use come with guarantees that cannot be excluded under the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.
- (c) To the maximum extent permitted by law, our total liability arising out of or in connection with the Services, the Portal or these Terms of Use is limited to resupplying any of the Services or a refund for a major failure (which is capped at the Charges directly related to those Services).

14. Termination of the Services

14.1 Termination by you

You may cancel your Account and the provision of Services at any time by providing us with no less than three (3) months' written notice.

14.2 Termination by us

- (a) We may terminate your Account and the provision of Services in whole or in part for convenience by giving you at least three (3) months' written notice.
- (b) We may terminate your Account and the provision of Services in whole or in part with immediate effect by providing you with written notice if:
 - (i) you are in breach of these Terms of Use and you have not remedied such breach (where remediable) within 10 Business Days of receipt of written notice from us requiring the breach to be remedied; or
 - (ii) we are unable to continue to provide access to your Account or provide you with the Services in compliance with any laws.

14.3 Effect of Termination

On termination of your Account and/or any of the Services for any reason whatsoever, all moneys which remain unpaid by you to us must be paid in full on such date (without any set-off or deduction).

15. Feedback and Review

- (a) From time to time, we may request that you provide us with feedback or reviews on the Services. You are not obliged to provide such feedback.

- (b) You acknowledge and agree that:
 - (i) we, at our sole discretion, may determine whether such comments are published on our Site or any social media platform; and
 - (ii) where you intend to post any negative review or comment with respect to our Services or on any external review site or social media platform, you will contact us and provide us with an opportunity to discuss your concerns before publishing such negative review or comment.

16. Social Media

- (a) You agree that, where our Services integrate in any way with social media, that you will adhere to these Terms of Use and any other terms and conditions of the social media provider from time to time.
- (b) With respect to social media, for the purposes of marketing and/or promotion, you hereby acknowledge and authorise us to:
 - (i) upload, publish, post or repost any content which directly or indirectly references you; and
 - (ii) make use of any publicly available information for the purposes of any publication, post or repost.
- (c) For the avoidance of doubt, by using the Services, you agree and consent to us undertaking any of the activities contemplated by subsection 16(b) without the need to obtain any further consent from you.

17. Dispute Resolution

- (a) If there are any complaints from a User, we will aim to respond and provide a suitable solution within 5 business days.
- (b) If a User is not satisfied with our response, the User agrees to provide us with written notice specifying the nature of the dispute, what outcome the User wants and what action the User thinks will settle the dispute. The User and us agree to, within 14 days of our receipt of a written notice, meet (either in person or via teleconference) in good faith to seek to resolve the dispute by agreement between them.

18. Services Availability

Whilst we intend that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services may be unavailable. If for any reason we have to interrupt the Services for longer periods than we would normally expect, we will use reasonable endeavours to publish in advance details of such activity on the Services.

19. Cancellation of Account

You can directly cancel your Account by using the cancellation function in the account setting section of the Portal upon which you will cease to have access to the Services.

20. Our Rights

Any express statement of a right of ours under these Terms of Use is without prejudice to any other rights we may have including those expressly stated in these Terms of Use or existing at law.

21. Governing Law

The parties to these Terms of Use shall be bound by the laws of the State of Victoria in relation to all matters arising from all contracts between the parties and the parties agree to submit to the non-exclusive jurisdiction of the Court of Victoria and the Federal Courts of Australia and that any legal proceedings may be heard in these courts.

22. Severability

If any part or provision of these Terms of Use is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of these Terms of Use will be binding on the parties.

23. Notices

- (a) Any notice given under these Terms of Use by either party to the other must be in writing by email (other than in respect of any dispute) and will be deemed to have been given on transmission.
- (b) Notices must be sent to:
 - (i) if by post, PO Box 1770 Osborne Park, Western Australia 6916; or
 - (ii) if by email, "hello@primecc.com.au",or to any other address or email address notified by email to you by us.
- (c) Notices to you may be sent via electronic messages, including email, text message/SMS, or mobile push notifications, to the email address or numbers which you provided when setting up your access to the Services.

24. Rights of third parties

A person who is not a party to these Terms of Use has no right to benefit under or to enforce any term of these Terms of Use.

Schedule – Definitions

The Following words and expressions have the following meanings for the purpose of these Terms of Use and the provision of any Services in connection with the Terms of Use:

“**Account**” means an account set up by you in order to use the Services on the Portal.

“**Act**” means the *Corporations Act 2001* (Cth) as may be amended from time to time.

“**Australian Consumer Law**” means schedule 2 of the *Competition & Consumer Act 2010* (Cth).

“**ASIC**” means the Australian Securities and Investment Commission.

“**ATO**” means the Australian Taxation Office.

“**Charges**” has the meaning given to that term in subsection 4(a).

“**Claim**” means a claim, action, proceeding, judgment or demand made or brought by or against a person, however arising and whether present, unascertained, future or contingent.

“**Confidential Information**” means the information that:

- (a) is by its nature confidential;
- (b) is designated by a person as confidential; or
- (c) the recipient of that information knows or ought to know is confidential
- (d) the Data;

but does not include information:

- (e) that is or becomes public knowledge otherwise than by breach of these Terms of Use or any other confidentiality obligation;
- (f) that was obtained from a Third Party on a non-confidential basis without breach by that Third Party of an obligation of confidence concerning that Confidential Information; or
- (g) was already in the possession of the Receiving Party when provided by or on behalf of the Disclosing Party.

“**Data**” means any data inputted by you or with your authority through the use of the Services and includes, without limitation, data owned or supplied by you or data which may otherwise be generated, compiled, arranged or developed by you in using the Services pursuant to these Terms of Use.

“**Default Rate**” means the rate fixed by the Attorney-General under section 2 of the *Penalty Interest Rate Act 1983* (Victoria).

“**Device**” has the meaning given in section 2.

“**GST**” has the meaning given by section 195-1 of the GST Act.

“**GST Act**” means the *A New Tax System (Goods and Services) Tax Act 1999* (Cth) as amended or replaced from time to time.

"GST Amount" has the meaning given to that term in subsection 5.2(b).

"Indemnified" has the meaning given to that term in subsection 12.

"Intellectual Property" means all copyright (including moral rights), patents, registered and unregistered trademarks (including service marks), registered and unregistered designs, Confidential Information, circuit layout, inventions, trade secrets and know-how and all other intellectual property as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation of July 1967*.

"Intellectual Property Rights" means all intellectual property rights including current and future registered and unregistered rights in respect of copyright (including moral rights), designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, domain names, patents, inventions and discoveries and all other intellectual property as defined in Article 2 of the Convention establishing the *World Intellectual Property Organisation of 1967*, together with any right to apply for the grant or registration of same.

"Our Intellectual Property" has the meaning given to that term in subsection 6.1(a).

"Registered Office" means 7 / 61 Walters Drive, Osborne Park, Western Australia 6017 or such other address used by us as part of the delivery of the Services.

"Services" means any and all services provided by us through the Portal, the Site and any other website, mobile site or Portal operated by us from time to time.

"Site" means the internet site at the domain at "www.primecc.com.au".

"Terms of Use" means these terms of use (as may be changed or updated without notice from time to time by us).

"Third Party" means any third party which is needed for the Portal and Services to function, or has partnered with us to enable the Portal and Services to function, optimise performance and enhance the over all experience for Users of the Portal and "Third Party" has a corresponding meaning. These Third Parties include but are not limited to payment providers, payment gateways, analytics tools, marketing tools, cloud solutions, data bases, verification of identity software provider and any other third parties set out in our Privacy Policy.

"Third Party Information" has the meaning given to that term in subsection 10.2(c).

"Third Party Report" has the meaning given to that term in subsection 10.2(a).

"Third Party Marks" means trademarks owned by any person or entity other than us and which are used in connection with the Services.