

Set out below are the terms and conditions under which Procurement Pages Pty Ltd (ACN 114 267 284) offers website advertising services to you. By listing your business, accessing or using this website, you agree to these Terms and Conditions, the Terms of Use and to the terms of Procurement Pages' Privacy Policy, which are both located at www.procurementpages.com.au/legal. If you do not wish to agree these Terms and Conditions, you must not access, list your business on or use this website.

Terms and Conditions

1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions, the following words have the following meaning:

Advertising Services means the promotion of You or Your product from time to time by listing You or Your product on the Website.

App means any smartphone application that You download from the Apple App Store or Google Play.

Application means a request by You to purchase Advertising Services for a stated Fixed Term or on a Month to Month Basis from Procurement Pages in accordance with these Terms and Conditions.

Confidential Information means information regarding any discount provided to You as well as any information We advise You is confidential or that You advise us is confidential.

GST has the meaning provided by A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Application Fees means the fees to be paid in respect of the Advertising Services as agreed with You (including GST).

Fixed Term means any Fixed Term during which You have agreed to acquire Advertising Services.

Month means the period of time commencing at the beginning of a day of one of the twelve months of the year, and ending immediately before the beginning of the corresponding day of the next month; or if there is no corresponding day, ending at the expiration of the next month.

Privacy Policy means the Privacy Policy of Procurement Pages found on the Website located at www.procurementpages.com.au/legal.

Terms and Conditions means these terms and conditions, the Terms of Use and the Privacy Policy as amended from time to time.

Terms of Use means the Terms of Use located at www.procurementpages.com.au/legal.

Procurement Pages means Procurement Pages Pty Ltd (ACN 114 267 284).

Related Bodies Corporate means a related body corporate as defined in section 9 of the *Corporations Act 2001* (Cth).

Website means this website – www.procurementpages.com.au and any sub domains, or associated web-based and App.

We or Us or Our or Procurement Pages means any of Procurement Pages, its Related Bodies Corporate or their directors, officers, employees, independent contractors or agents.

You or Your means You as the purchaser of Advertising Services from Procurement Pages pursuant to these Terms and Conditions.

1.2 Interpretation

In these Terms and Conditions unless the contrary intention appears:

- (a) a reference to these Terms and Conditions or another instrument includes any variation or replacement of either of them;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
- (f) 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 to that day; and
- (g) a reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

2. Background

- 2.1 This Website is owned and operated by Procurement Pages.
- 2.2 By submitting the Application and/or creating a listing to appear on the Website, You agree to be bound by these Terms and Conditions. If You do not agree to the Terms and Conditions, You must not place an Application.
- 2.3 Procurement Pages reserves the right to amend the Terms and Conditions from time to time in its sole discretion and, by submitting an Application at any time, You acknowledge that You have read, understood and agree to be bound by the current Terms and Conditions in use at that time.
- 2.4 If You do not understand any of the Terms and Conditions, or if You have any questions, please contact Procurement Pages using the contact details provided on the Website..

3. Applications for Advertising Services

- 3.1 You may place an Application to subscribe to the Website and acquire the Advertising Services offered by the Website for a 12 Month Fixed Term or on a Month to Month basis by submitting an electronic application form on the Website.
- 3.2 In completing the application form, You agree to provide complete and accurate information as to the details provided to enable the assessment and processing of Your Application.

- 3.3 Applications placed by You are offers to subscribe to the Website and acquire Advertising Services based on the subscription package chosen by You for a Fixed Term of 12 Months or on a Month to Month basis, as specified in Your Application form, on these Terms and Conditions for the Fees specified at the time You submit Your Application.
- 3.4 You will be contacted by email if we accept Your Application. If we accept an Application, it represents an agreement by Procurement Pages to supply You with the Advertising Services for the stated Fixed Term or on a Month to Month basis, in accordance with the Application and these Terms and Conditions.
- 3.5 To the extent permitted by law, Procurement Pages reserves the right to accept or reject Your Application for any reason (or no reason) at any time including, but not limited to an error in the Fees to be paid, an error in Your Application or the discontinuance of a promotion.
- 3.6 In the event that Procurement Pages rejects an Application under the above clause, We will notify You of that rejection and the reason for rejection via email. Procurement Pages will not be liable to You for Your loss or that of any third party for the rejection of an Application.

4. Fees and Payment

- 4.1 Unless otherwise stated, all Fees and other charges quoted are in Australian Dollars and where applicable are inclusive of goods and services tax (**GST**).
- 4.2 Procurement Pages reserves the right to change or alter Fees of Advertising Services for any reason without notice to You, unless You have already submitted an Application for stipulated Fees and that Application has been accepted by us, in which case Your Fees will remain fixed until the completion of Your Fixed Term, or if You are not subject to a Fixed Term, until the end of Your current Month of subscription.
- 4.3 Where You have acquired Advertising Services for a Fixed Term, You will be given the option of paying an upfront annual Fee or paying the annual Fee over 12 Months by 12 equal monthly instalments. Where You have acquired Advertising Services on a Month to Month basis, You will be charged the Fees Monthly in advance.
- 4.4 You will receive a Tax Invoice by email which will advise you when payments are due.
- 4.5 Fees shall be paid by credit card using the payment gateway on the Website unless otherwise agreed. When paying by credit card, you authorise Procurement Pages to debit your credit card on the payment due date. If the due date for payment falls on a non-working day or a public holiday, the payment will be processed on the next working day. Credit card payments may incur a surcharge.
- 4.6 You acknowledge and agree that any payment must be cleared by Procurement Pages to its satisfaction before Advertising Services are provided. If Your payment cannot be processed, Your Application will be rejected or suspended until payment is received. You will be notified if this occurs.
- 4.7 In ordering, paying or attempting to pay for the Advertising Services, You agree that You have not engaged in any fraudulent conduct or contravened any law.

5. Renewals and cancellations

- 5.1 Unless provided for under these Terms and Conditions, no cancellations will be accepted, or refunds provided, during the Fixed Term once the Application has been accepted by Us. You will, however, be able to ask at any time that You and Your product cease to appear on the Website.

- 5.2 Prior to the conclusion of Your Fixed Term, You will be invited to renew Your subscription to the Website for a further twelve Month period. You may choose to accept this invitation and renew Your subscription for a further 12 Months, cancel Your subscription or convert Your subscription to a Monthly subscription.
- 5.3 If You wish to cancel Your subscription on the conclusion of Your Fixed Term, You may do so by providing us with 10 business days' notice prior to the conclusion of the Fixed Term. Cancellations must be made in writing via email to notices@procurementpages.com.au.
- 5.4 If You do not renew Your Fixed Term and do not provide notice of cancellation following the conclusion of Your Fixed Term, Your subscription will automatically convert to a Monthly subscription at the end of the Fixed Term.
- 5.5 Monthly subscriptions may be cancelled at any time by providing a minimum of 10 business days' notice, to expire at the end of your current Month of subscription.

6. Promotions and Discounts

- 6.1 Procurement Pages may run temporary promotions and offer discounts on Advertising Services. Such promotions and discounts will be subject to additional terms and conditions (as specified with the offer) which may amend these Terms and Conditions. In the event that You do not comply with the terms of any promotion or discount offered, You will not be entitled to the promotion or discount and must immediately repay any amount in respect of such promotion or discount that has been credited to You in advance. You should therefore read any discount or promotion terms and conditions carefully.
- 6.2 All times and dates specified in promotions are deemed to be Australian Eastern Standard Time, unless otherwise stated.

7. Advertising Services

- 7.1 The specific Advertising Services to be provided will depend on the advertising package selected by You. Unless guaranteed by the package You have selected or otherwise agreed in writing, Procurement Pages makes no representations or warranties as to the manner in which You or Your product will appear on the Website including without limitation the layout, design or placement of any advertising or other material.

8. Confidential Information

- 8.1 Both You and Procurement Pages agree to keep the Confidential Information of the other party confidential.
- 8.2 Both You and Procurement Pages must:
- (a) not disclose any Confidential Information of the other party to anyone else except as permitted under these Terms and Conditions;
 - (b) limit the disclosure of the Confidential Information within its own organisation or to those of its officers and employees and business advisors to whom such disclosure is strictly necessary;
- 8.3 The obligations of confidentiality in this clause will not apply to information which:
- (a) is generally available in the public domain except where it is as a result of a breach of these Terms and Conditions by a party;
 - (b) was known prior to the disclosure of the information by the other party; or
 - (c) is required to be disclosed by an applicable law or court order.

8.4 The obligations imposed under this clause will survive the termination of these Terms and Conditions.

9. Intellectual property

9.1 Both You and Procurement Pages acknowledge that the other party's Intellectual Property (including Intellectual Property which is licensed to either party) is extremely important and valuable and is the property of the owning party.

9.2 Both You and Procurement Pages acknowledge that Procurement Pages has no right, title or interest in or to the Intellectual Property of the other party but Procurement Pages is permitted to use Your Intellectual Property for the purposes of providing the Advertising Services.

9.3 Procurement Pages grants to You a non-exclusive license to copy, download and use the research material it makes available to You on the Website. Neither You nor Procurement Pages party shall otherwise use the Intellectual Property of the other party without prior written consent.

10. User Contributions and Testimonials

10.1 If You correspond or otherwise communicate with Us, or post material to our Website, You automatically grant to Us an irrevocable, perpetual, non-exclusive, royalty-free, world-wide license to use, copy, display and distribute the content of Your correspondence or communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on our Website and developing Your ideas and suggestions for improved products or services we provide. You also consent to any act or omission of Procurement Pages which may amount to an infringement of Your moral rights (as defined in the *Copyright Act 1968* (Cth)).

10.2 Users may post reviews about You and Your products on the Website and You consent to reviews being posted about You and Your products. You will be given the opportunity to view user reviews, and to respond to them.

10.3 You are required to provide only accurate and truthful information concerning Your identity in any communications on the Website, including in relation to reviews, or responses to reviews about You, Your products and other advertisers on the Website.

10.4 Procurement Pages reserves the right to remove from the Website any user review and/or response to a review in its sole discretion for any reason (or no reason) including where a review and/or response contravene Procurement Pages' acceptable use policy as specified in the Terms of Use or these Terms and Conditions.

11. Warranties

11.1 You represent and warrant that:

- (a) all information and data provided by You to us is true, accurate, complete and up to date, and (where relevant) You have obtained the required consents to provide the information and data to us;
- (b) in placing Your Application, You have read, understood and agreed to these Terms and Conditions;
- (c) You have the lawful right including all necessary licences, rights, consents, and permissions to use and authorise Procurement Pages to display any materials or contributions You submit for publication on the Website;

- (d) You have complied with all laws including those dealing with Intellectual Property;
- (e) You have full power, capacity and authority to enter into these Terms and Conditions; and
- (f) agreeing to these Terms and Conditions will not cause You to be in breach of any other agreement.

12. Exclusion and limitation of liability

- 12.1 Procurement Pages does not give any representation or warranty that the Advertising Services will generate any visits to Your website, generate revenue for You, win You any business or generate any sales.
- 12.2 The Website may be accessed throughout Australia and overseas. Procurement Pages makes no representations that the content of the Website complies with the laws (including intellectual property laws) of any country outside Australia.
- 12.3 Despite any other term and to the maximum extent permitted by law, Procurement Pages will not bear any liability to You for consequential loss including loss of profits, loss of business opportunities or loss of goodwill howsoever arising (including in negligence).
- 12.4 Our liability to You for loss or damage of any kind arising out of these Terms and Conditions will be reduced or limited to the extent (if any) that You directly or indirectly cause or contribute to any of the loss or damage.
- 12.5 You agree to accept sole responsibility for the legality of Your actions under the laws which apply to You. You agree that We have no responsibility for the legality of Your actions.
- 12.6 Without limiting the foregoing, to the extent permitted by law, We limit our liability in respect of any claim to, at Our option:
 - (a) to the supply of the Advertising Services again; or
 - (b) the payment of the cost of having the Advertising Services supplied again.

13. Indemnity

- 13.1 You will at all times indemnify Us, and keep Us indemnified against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by You or by Us arising from any claim, demand, suit, action or proceeding by any person against You or Us where such loss or liability arose out of, in connection with or in respect of Your conduct or breach of these Terms and Conditions including without limitation the warranties provided by You.

14. Survival

- 14.1 The obligations regarding Confidential Information, Intellectual Property, Indemnity and the exclusions and limitations of liability made by Us in these Terms and Condition will survive termination of these Terms and Conditions.

15. General

- 15.1 Procurement Pages may in its sole discretion amend these Terms and Conditions at any time. Any variations to these Terms and Conditions will take effect from posting on the Website. The Terms and Conditions which apply at the time of Application are those that govern Your relationship with Procurement Pages with respect to the Fixed Term or Minimum Term of Your Application.

- 15.2 Procurement Pages may give notice to You by electronic mail. You may give notice to Procurement Pages by electronic mail to notices@procurementpages.com.au.
- 15.3 Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction where it may be lawful.
- 15.4 A failure or delay by Procurement Pages to exercise a power or right under these Terms and Conditions does not constitute as a waiver of that power or right, and the exercise of a power or right by Procurement Pages does not preclude its future exercise or the exercise of any power or right by or on behalf of Procurement Pages.
- 15.5 If a provision of these Terms and Conditions is declared or determined by any court to be void, invalid or unenforceable at law, that provision is hereby severed from and deemed not to be part of these Terms and Conditions, and the remaining provisions will continue to apply with such deletions or modifications as necessary to make them valid, effective and enforceable. Removal of any provision of these Terms and Conditions will not affect the validity of what remains.
- 15.6 Nothing contained or implied in these Terms and Conditions creates a relationship partnership, employment, agency or trust. Neither party has the authority to bind the other party in any way.
- 15.7 These Terms and Conditions are governed by, construed and enforced in accordance with the laws of South Australia, Australia. Disputes arising from these Terms and Conditions are exclusively subject to the jurisdiction of the courts of South Australia, Australia.