

### PREEMPTIVE CONSULTING PTY LTD

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#### PREEMPTIVE TERMS OF USE

These terms apply to all PREEMPTIVE services provided by PREEMPTIVE Consulting Pty Ltd, under the Preemptive.cloud service.

The word PREEMPTIVE in the document refers to the corporate entity Preemptive Consulting Pty Ltd.

## Your responsibilities

You must adhere to PREEMPTIVE's Privacy Policy, which deals with the protection of personal information. By proceeding to register and use any PREEMPTIVE service, you agree that you have read and fully understand your obligations under the Privacy Acts (see Privacy Policy at the top of the Preemptive.Cloud home page). It is your responsibility to comply with PREEMPTIVE's Privacy Policy.

You agree to provide accurate and complete information about your company and authorised contacts when registering to use any PREEMPTIVE service and when applying for a Monthly Account.

You are responsible for the Information you send. Please ensure that your Information is relevant, and of interest, to your targeted audience. PREEMPTIVE does not take responsibility for the content of your documents delivered by the PREEMPTIVE network. You warrant that the content of all documents you submit will be accurate and free of any viruses. You agree not to make any defamatory, obscene or illegal statements which infringe any law, regulations or any industry codes of practice. In particular, you warrant that you comply with PREEMPTIVE's SPAM Policy, which deals with the transmission of unwanted material (see Spam Policy at the bottom of the Preemptive.cloud home page).

You authorise PREEMPTIVE to distribute your Information to the chosen list(s) of recipients and further permit those recipients to use the Information conveyed to them.

### PREEMPTIVE's responsibilities

PREEMPTIVE will use all reasonable efforts to ensure that your Information is distributed on time according to your on-line instructions. PREEMPTIVE, however, does not take responsibility for any errors in transmission or the selection of distribution lists. PREEMPTIVE does not warrant that your recipients have expressed an interest in receiving your Information either from your own lists or any distribution lists provided by PREEMPTIVE or its third-party providers.

PREEMPTIVE will give you access to all PREEMPTIVE distribution lists and your own lists and will provide PREEMPTIVE services to you provided that you comply with these Terms

of Use. PREEMPTIVE is not responsible for any errors in lists created by you or for the accuracy of PREEMPTIVE's MEDIA, Business Lists Online or Government Lists. Should you fail to meet the conditions in these Terms of Use, then PREEMPTIVE reserves the right to block your access to any of PREEMPTIVE's lists, terminate your scheduled broadcasts, terminate your registration, and retain any fees paid by you.

## **Limitation of Liability**

By becoming a PREEMPTIVE Customer you acknowledge that to the fullest extent permitted by law that PREEMPTIVE will not be liable in any way for the Information transmitted, or the failure to transmit, or any delay in transmission, or failure to provide a broadcast report, however caused. PREEMPTIVE will not be liable for any consequential loss, direct loss, indirect loss, loss of profits of any kind, loss or corruption of data, interruption to business, loss of revenue, or economic loss of any kind, whether in contract, negligence, or any other tort, or under any statute or otherwise.

By becoming a PREEMPTIVE Customer you agree to indemnify PREEMPTIVE against any loss, liability or expense arising from any loss in connection with the use of any PREEMPTIVE service. You also agree that to the fullest extent permitted by the law all expressed and implied terms and conditions other than those set out on the PREEMPTIVE website are excluded.

### **Payment**

Payment Terms will be on your invoice.

#### **Term of Service**

Terms of Service will be on your invoice.

## **General Conditions**

PREEMPTIVE reserves the right to terminate all services immediately if any of Your Responsibilities have been violated. If PREEMPTIVE terminates your account for this reason, then the balance of any unused credit will be forfeited.

If PREEMPTIVE intends to stop providing you any service for any reason other than for failure to pay charges or for contravention of any requirements listed under Your Responsibilities, then PREEMPTIVE will give you 30 days notice of termination of service.

If you intend to stop any service, you must give PREEMPTIVE 30 days (one months) notice.

If you are a PREEMPTIVE Monthly Account Customer and do not pay PREEMPTIVE in accordance with the payment terms, PREEMPTIVE may terminate all services until all arrears are paid.

### Surcharge for Long Faxes and special numbers

PREEMPTIVE will charge you a surcharge for faxes which take an unusually long time to transmit. If a page of fax takes over 2 minutes to transmit, then it will incur a surcharge of 10

cents per minute or fraction thereof. This surcharge will be calculated at the end of the broadcast and will be reflected in the final report for the broadcast and in your invoice.

However, if you test your fax, and we quote you a transmission time of under 2 minutes, then your fax will not incur a surcharge.

Costs associated with calls to special numbers, for example 1300, 1800 that incur additional costs, and costs from other carriers, will be passed on in the form of additional pages costs.

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