

EdgeGuides for Organisations Terms and Conditions

1. AGREEMENT

- 1.1 These terms and conditions (“**Terms and Conditions**”), together with our [Privacy Policy](#), apply to your use of EdgeGuides for Organisations, our online platform for businesses and events (“**Platform**”).
- 1.2 EdgeGuides for Organisations connects businesses and organisations throughout Australia to caravaners, campers and travellers who are looking to discover events, local attractions, food and drink, markets, recreational activities, accommodation and nature off the beaten path.
- 1.3 By ticking the box “*I have read the EdgeGuides for Organisations terms and conditions*” you become bound by these Terms and Conditions. You are also deemed to have agreed to, and accepted, these Terms and Conditions on behalf of any entity for who you use the Platform, whether as an Authorised User or otherwise.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these Terms and Conditions, the following expressions have the following meanings, unless otherwise stated:

“**Applicable Laws**” means the Privacy Laws, Australian Consumer Law and all other such laws, legislation, regulations, rules or directives which EdgeGuides, you and the Authorised User are subject to from time to time.

“**API**” means Application Programming Interface;

“**Australian Consumer Law**” means Schedule 2 of the Competition and Consumer Act 2010 (Cth);

“**Authorised User**” means those of your employees, agents and contractors who are authorised by you to use the Platform, and subscribe to use the Platform via the Site;

“**Business Account**” is defined in clause 3.2;

“**Business Day**” means 9:00am – 5:00pm Monday to Friday, excluding Saturdays, Sundays and public holidays in Victoria, Australia;

“**Fees**” means:

- (a) the fees set out on the page titled ‘*Choose a plan*’ (accessible [here](#)), which may be updated or amended by us from time-to-time;
- (b) the fees set out [here](#) under the heading “*Promoted Events*” which may be updated or amended by us from time-to-time; and
- (c) any other fees that we may introduce as the Platform’s features are expanded and developed;

“**Customer Data**” has the meaning in clause 9.4;

“**Developed IP**” is defined in clause 9.2;

“**Indemnified Parties**” is defined in clause 12.1;

“**Intellectual Property Rights**” means all present and future intellectual and industrial property rights throughout the world of whatever nature (whether or not registered or registrable) including but not limited to all rights in respect of technical information, know-how, copyright, trade marks, designs, patents, domain names, business names, logos, drawings, trade secrets,

the right to have confidential information kept confidential or other proprietary rights, or any rights to registration of such rights;

"**Platform**" is defined at clause 1.1;

"**Privacy Laws**" means the Privacy Act 1988 (Cth) and the General Data Protection Regulation (EU 2016/679) (as applicable);

"**Privacy Policy**" means the EdgeGuides privacy policy linked at clause 1.1;

"**Promoted Event**" is defined in clause 4.1;

"**Promoted Event Data**" is defined in clause 4.3;

"**Provider IP**" is defined in clause 9.1;

"**Related Bodies Corporate**" has the meaning given in the Corporations Act 2001 (Cth);

"**Site**" means <https://edgeguides.com.au/organisations> or any other Site operated by us;

"**Subscription**" is defined in clause 3.1;

"**Stripe Services Agreement**" is defined in clause 8.7;

"**Terms and Conditions**" is defined in clause 1.1;

"**User**" means any person or legal entity registered, or who subscribes, to use the Platform and includes any of their Authorised Users;

"**We**", "**our**" and "**us**" means EdgeGuides Op Co Pty Ltd (ACN 666 952 450); and

"**you**" or "**your**" means the User (or an Authorised User).

- 2.2 Any reference in these Terms and Conditions to the singular includes the plural, to any gender includes all genders, to any act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute, to persons includes all bodies and associations both corporate and incorporated and vice versa. Paragraph headings are for reference purposes only and all references to clauses are to clauses in these Terms and Conditions unless otherwise specified.

3. ACCESSING EDGEGUIDES FOR ORGANISATIONS

- 3.1 To access the Platform, you must first be an existing user of the Site who has registered an account via <https://www.edgeguides.com.au/users/register>, and then, following this subscribe to one of our subscription [plans](#) (each a "**Subscription**").
- 3.2 Once you have subscribed to a plan, your existing user profile will be updated to include unique features (depending on the Subscription) to promote your business or organisation ("**Business Account**").
- 3.3 You are solely responsible for all activity on your Business Account.
- 3.4 You warrant and represent that your access to, or use of, our Platform is for its intended purposes and is not unlawful or prohibited by any laws which apply to you. You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.
- 3.5 You may not share or reveal your Business Account information or password to any other persons (with the exception of Authorised Users). You are responsible for maintaining confidentiality of your Business Account information and password. You agree to immediately

notify us of any unauthorised use of your password, Business Account or any breach of security in relation to our Platform.

4. PROMOTED EVENTS

- 4.1 As a Business Account holder, you are eligible to promote events related to you or your business or organisation (each a “**Promoted Event**”).
- 4.2 The applicable Fees for a Promoted Event depend on the number of attendees who check-in to your Promoted Event and are in addition to the Fees you pay for your Subscription.
- 4.3 The features included for a Promoted Event on the Platform include the ability to:
- (a) create a web landing page for your Promoted Event;
 - (b) run competitions on your web landing page;
 - (c) gather information about event attendees (“**Promoted Event Data**”);
 - (d) distribute coupons to attendees who check-in to your Promoted Event; and
 - (e) create a flyer for your Promoted Event.
- 4.4 We grant you a worldwide, perpetual, irrevocable, non-exclusive and royalty free license to access and use the Promoted Event Data.
- 4.5 You acknowledge that the Promoted Event Data may contain personal and sensitive information in respect of event attendees and hereby undertake and warrant to use the Promoted Event Data in accordance with Privacy Laws.

5. LEGAL CAPACITY

- 5.1 You must be eighteen (18) years of age or over to access the Platform. If you are under the age of eighteen (18) years, you must immediately cease accessing the Platform.
- 5.2 A Subscription made by you using the Platform and your continued use of the Platform is an acknowledgement by you that:
- (a) you are over the age of eighteen (18) years; and
 - (b) you accept these Terms and Conditions and agree that you have entered into a binding legal contract with us in relation to these Terms and Conditions.

6. USE OF PLATFORM

- 6.1 You will not:
- (a) modify the Platform or merge any aspect of the Platform with another programme other than as expressly provided under these Terms and Conditions (this clause does not apply to the use of integration APIs expressly authorised by us or provided by us through the Platform);
 - (b) record, reverse engineer, copy, duplicate, reproduce, create derivate works from, frame, download, display, transmit or distribute any of the Platform, the source code of the Platform or any documents, manuals or setup instructions provided with the Software;
 - (c) use our Platform to develop a similar or competing platform, product or service;
 - (d) licence, sell, rent, lease, transfer, assign or otherwise commercially exploit the Platform;

- (e) engage in unlawful behaviour, including unauthorised access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
- (f) access, store, distribute or transmit:
 - (i) viruses, worm, trojan or other malicious code that corrupts, degrades or disrupts the operation of the Platform;
 - (ii) material that is unlawful, unethical, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive or a contravention of the rights of any third party;
 - (iii) material that facilitates illegal activity; or
 - (iv) material that abuses or causes damage or injury to any person or property;
- (g) provide Platform login details or passwords, or otherwise provide access to the Platform, to any unauthorised third party and you will take all reasonable steps to prevent unauthorised access to, or use of, the Platform;
- (h) share any features of the Platform that are not publicly available with any unauthorised third party;
- (i) attempt to gain unauthorised access to a User's Business Account, hardware, software, servers or networks connected to our Platform or services by any means whatsoever;
- (j) impersonate any person or entity, including, but not limited to, a representative of EdgeGuides, or falsely state or otherwise misrepresent your affiliation with a person or entity; and
- (k) engage in any conduct on the Platform that is in breach of these Terms and Conditions (or any agreements mentioned therein).

6.2 All rights granted to you under these Terms and Conditions must not be leased, assigned, sold, licensed, resold or transferred to any third party in any manner whatsoever. You must not in any way encumber or allow the creation of any mortgage, charge, lien or other security interest in respect of the Platform.

6.3 Any breach of this clause 6 constitutes a breach of these Terms and Conditions and we may, at our absolute discretion, terminate or suspend your access to, and/or use of, the Platform, and/or take further actions against you for breach of these Terms and Conditions.

7. YOUR OBLIGATIONS

7.1 You acknowledge that our ability to be able to provide the Platform to you without delay or interruption is dependent on your full and timely cooperation.

7.2 In order for us to be able to provide the Platform to you, you agree to:

- (a) co-operate with and assist us in the supply of the Platform;
- (b) promptly respond to our communications and provide us with full and accurate information, data and explanations as and when required;
- (c) procure all necessary rights, Intellectual Property Rights or otherwise, from third parties (including Stripe in accordance with clause 8.7);
- (d) comply with all Applicable Laws with respect to your activities and obligations under these Terms and Conditions;

- (e) ensure that your network and systems comply with the relevant specifications and guidelines provided by us from time to time; and
- (f) comply with all reasonable directions and guidelines from us as advised from time to time.

7.3 You must procure all necessary rights from third parties, which are from time to time required in order for us to be able to provide the Platform, to you. You can find a full list of third-party integrations available through the Platform.

7.4 It is your responsibility to ensure that any written communications we send to you set out the correct information in relation to your business and that you notify us of any changes to this information.

7.5 You agree and acknowledge that you are authorised to use the Platform and the Customer Data (as applicable) that you may enter into, or connect with, the Platform from time-to-time.

8. FEES AND PAYMENT

8.1 You will pay us the Fees to access and use the Platform in accordance with these Terms and Conditions.

8.2 The Fees are inclusive of GST and, unless stated otherwise, are in Australian Dollars.

8.3 Fees will not be changed retrospectively, however all Fees displayed on or via the Site or Platform are subject to change without notice. If you do not agree to these changes, you may terminate these Terms and Conditions in accordance with Clause 15.3. Any adjustments to the Fees will be conducted in a commercially reasonable manner.

8.4 When choosing a Subscription, you will have the option to pay monthly or annually. If you pay annually, you will receive two (2) months free ("**Offer**"). We reserve the right to amend or revoke the Offer at any time.

8.5 You agree and acknowledge that we will treat an electronic instruction as authentic and are under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.

8.6 If payment of the Fees is not received by any due date, as specified to you via the Platform or on the Site, we will be entitled (without prejudice to any other right or remedy available to us under these Terms and Conditions or at law) to:

- (a) withhold provision of the Platform, or suspend your access to any or all of the Platform, until payment of the outstanding amount is received by us in full; and
- (b) terminate these Terms and Conditions pursuant to clause 15.

8.7 Payment processing services for access to, and use of the, the Platform, are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "**Stripe Services Agreement**"). By placing an order and using Stripe to process payments you agree to be bound by the Stripe Services Agreement, which may be modified by Stripe from time to time. As a condition of enabling payment processing services through Stripe, you agree to provide us with accurate and complete information about you and your business, and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe.

8.8 In locations where Stripe payment services are unavailable, we reserve the right to issue invoices for the provision of access to and use of the Platform. Users in such locations will be

subject to payment terms of seven (7) days from the date of the issued invoice. This invoicing arrangement is independent of the Stripe Services Agreement and is designed to facilitate payment processing for users in regions where Stripe payment services are not accessible.

- 8.9 You will make all payments for the Fees without any deduction for tax unless a tax deduction is required by law. If you are required to make a tax deduction by law, the amount due will be increased to the amount that (after making the tax deduction) upon deduction of the amount attributable to tax equals the amount which would have been due if no tax deduction had been required.
- 8.10 If you initiate a chargeback by contacting your bank or credit card company to dispute or reverse any payable fees to us, we may terminate or suspend your access to, and/or use of, the Platform. We retain the right to challenge any chargeback.
- 8.11 While you have the option to cancel the Fees at any time, refunds will not be granted unless there is a major failure of the Platform.
- 8.12 When you cancel your Subscription and cease paying the Fees, you will continue to have access to the Platform through to the end of your billing period in respect of the relevant Subscription.
- 8.13 Nothing in 8.11 seeks to affect, restrict or exclude your statutory rights including under the Australian Consumer Law.

9. INTELLECTUAL PROPERTY

- 9.1 All rights, title or interest in and to the Platform and any information or technology that may be provided to, or accessed by, you in connection with your use of the Platform is owned, and will remain owned, by us or our licensors ("**Provider IP**"). Using the Platform does not transfer any ownership or rights, title or interest in and to the Provider IP.
- 9.2 All Intellectual Property Rights discovered, developed or otherwise coming into existence as a result of, for the purposes of, or in connection with, the Platform will automatically vest in, and are assigned to, us, including any enhancements, improvements and modifications to the Provider IP (collectively, the "**Developed IP**").
- 9.3 You must not represent to anyone or in any manner whatsoever that you are the proprietor of the Platform and/or the Provider IP.
- 9.4 You retain ownership rights to data and content that you provide to us, whether by uploading to the Platform, connecting via any third-party applications or otherwise ("**Customer Data**"). You grant us a worldwide, perpetual, irrevocable, non-exclusive and royalty free license to access and use the Customer Data for the purpose of providing the Platform and performing our obligations under these Terms and Conditions.
- 9.5 If you enable any third-party applications in conjunction with the Platform, you agree that your Customer Data may be accessible by those third-party applications in order for such applications to functions correctly. You will be bound by the terms of such third-party providers regarding the use of your Customer Data and we will not be held responsible for the disclosure, modification or deletions of the Customer Data by such third-party applications.
- 9.6 You agree that we may refer to you, your business name, publish your logo and/or trade mark and refer to you as a customer of ours in any communications or publications for the purposes of marketing or promoting our business. However, you retain the right to revoke this consent by providing written notice to use at any time. Upon receiving such notice, we will act in a

reasonable manner to promptly remove any reference to you from the Site or any other online materials owned by us.

10. WARRANTIES

- 10.1 Each party represents and warrants to the other party that the Terms and Conditions are a valid and binding agreement enforceable against each other and it has full authority to enter into and be bound by the obligations under the Terms and Conditions.
- 10.2 You warrant and represent to us that:
- (a) all information and Customer Data provided is true, complete and accurate and is not misleading in any way;
 - (b) your access to, or use of, the Platform or Site is not unlawful or prohibited by any Applicable Laws;
 - (c) you or your organisation have obtained all necessary consents and that you are authorised to access and use the Platform and you will not share the Platform with any third party who is prohibited whether by any Applicable Laws or otherwise from accessing the Platform; and
 - (d) you understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.
- 10.3 We will use reasonable endeavours to provide constant, uninterrupted access to the Platform, but with any software-based product, this cannot be guaranteed. We will not be responsible or liable for any direct or indirect losses or damages suffered or sustained by you as a result of, or in connection with, any interruption or delay in accessing and using the Platform.
- 10.4 To the maximum extent permitted by law, no further warranty, condition, undertaking or term, express or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Platform provided hereunder is given or assumed by us other than as required at law. You acknowledge and agree that the Platform is provided on 'as is' basis and that you will make your own investigations into whether or not the is fit for your purposes.
- 10.5 We make no representations, warranties or guarantees:
- (a) that the content available on, or produced by or via, the Platform is accurate, complete, reliable, current, error-free or suitable for any particular purpose. This content is provided on an 'as is' basis and you acknowledge and agree that you exercise absolute discretion in choosing how to use this content; or
 - (b) as to the availability of the Platform or that the Platform is or will be free from viruses, worm, trojan or other malicious code. You are responsible for taking your own precautions in this respect.

11. LIABILITY AND EXCLUSIONS

- 11.1 Our total liability to you or any third party (whether based on warranty, contract, tort, statute, misrepresentation or otherwise) arising out of, or in connection with, these Terms and Conditions, for any one event or a series of related events, will be limited to the total Fees paid (excluding GST and expenses) by you to access and use the Platform in the twelve (12) months immediately prior to the event(s).
- 11.2 You assume sole responsibility for your use of the Platform (including for the avoidance of doubt, any events, or advertisements or promotions in respect of any events, or any other

content contained therein) and for any reliance on, and use of, conclusions drawn from such use.

- 11.3 We will have no liability for any losses suffered or any damage caused by errors or omissions in any information or instructions provided to us by you in connection with the Platform or any actions taken by us at your direction.
- 11.4 In no event will we be liable to you or any third party for any, arising directly or indirectly in respect of:
- (a) any Customer Data (including any information supplied in relation to a Promoted Event) on the Platform which is deemed to be misleading, incorrect, unfaithful or are false in any way;
 - (b) any events, including Promoted Events, businesses or attractions;
 - (c) loss of profits, revenue, goodwill or business, business interruption, corruption, loss or alteration of data, downtime costs, loss of use, failure to realise anticipated savings or for any indirect or consequential loss or damage of whatsoever nature, however caused;
 - (d) breach by you or any third party of the Intellectual Property Rights of a third party or any laws, regulations or any relevant industry codes;
 - (e) viruses, worm, trojan or other malicious code introduced into, or transmitted to, you or any third party during the course of using the Platform; or
 - (f) loss of or damage to any property belonging to you or any third party or any personal injury or death or defamation arising out of or in connection with these Terms and Conditions.
- 11.5 The parties acknowledge that the limitations of liability contained in this clause 11 are a fair and reasonable allocation of the commercial risk between the parties.

12. INDEMNITY

- 12.1 You agree to indemnify and hold us, our Related Bodies Corporate and our officers, directors, employees and contractors (collectively, the "**Indemnified Parties**") harmless from and against any and all claims, actions, demands, proceedings, liabilities, losses, damages, expenses and costs that may be brought against the Indemnified Parties or which the Indemnified Parties must pay, sustain or incur as a direct or indirect result of or arising out of:
- (a) your access to and use of the Platform;
 - (b) the use of Customer Data;
 - (c) breach by you of any of your obligations under these Terms and Conditions;
 - (d) loss of, or damage to, any property belonging to you or any third party or any personal injury or death arising out of or in connection with these Terms and Conditions;
 - (e) breach of any third party's Intellectual Property Rights; or
 - (f) breach by you of any applicable law (including Privacy Laws).

13. CONFIDENTIALITY

- 13.1 Each party agrees not to use or disclose confidential information received or disclosed to it by the other party in the negotiation or operation of these Terms and Conditions, save for such use or disclosure necessary and required to perform their respective obligations under these Terms and Conditions. Disclosure will be, in any event, only made to the receiving party's employees,

officers, agents or contractors to whom it is necessary to do so and who are directly involved in performing the receiving party's obligations.

- 13.2 In making disclosure to persons as permitted under this clause 13, the receiving party will ensure that persons receiving the disclosing party's confidential information will comply with the same obligations regarding confidentiality as that of the receiving party.
- 13.3 Information is not to be regarded as confidential, and the receiving party will have no obligation regarding confidentiality, where that information is already in the public domain or enters the public domain through no fault of the receiving party, is received from a third party without any obligations of confidentiality, is used or disclosed with the prior written consent of the disclosing party, is disclosed in compliance with a legal requirement or is independently developed by the receiving party.
- 13.4 Any confidential information held by a receiving party will be returned to the disclosing party or destroyed at the written request of the disclosing party.

14. PRIVACY

- 14.1 You must, in connection with these Terms and Conditions:
 - (a) ensure that you and your employees, contractors and agents are aware of your obligations under all applicable Privacy Laws;
 - (b) at all times comply with your obligations under applicable Privacy Laws; and
 - (c) take reasonable steps to assist us to comply with our obligations under applicable Privacy Laws as may be notified to you from time to time.
- 14.2 We are committed to protecting your privacy and personal information. In the course of accessing and using our Platform, you may provide us with personal information. We respect your privacy and process your personal information in accordance with our [Privacy Policy which you can read](#) for further details about our practices relating to the collection, use, disclosure and storage of your personal information.

15. TERM AND TERMINATION

- 15.1 These Terms and Conditions will commence on the date that you commence a Subscription and will continue in force so long as you continue to pay the Fees, unless terminated in accordance with this clause 15.
- 15.2 These Terms and Conditions will continue for the period covered by the Fees. At the end of period, and subject to your payment of the Fees, these Terms and Conditions will continue for the relevant period covered by the Fees. You must pay the Fees in advance of each relevant period. It is your sole responsibility to manage your active Subscriptions. If your intention is to cease use of the Platform indefinitely, it is your responsibility to:
 - (a) ensure any active Subscriptions are terminated; and
 - (b) communicate with Stripe to process any refunds (as applicable).
- 15.3 Either party may terminate these Terms and Conditions without cause at any time by providing the other party with one (1) month's written notice (however, if you are paying for an annual Subscription, these Terms and Conditions will continue to operate until the end of your billing period).
- 15.4 We may terminate these Terms and Conditions (or at our discretion, terminate or suspend the supply to you of the Platform) immediately if you fail to pay any Fees or commit a material

breach of these Terms and Conditions.

- 15.5 On termination of these Terms and Conditions for any reason, we will be entitled to immediate payment for all Fees properly incurred up to the date of termination and during any applicable notice period.

16. SUPPORT SERVICES

- 16.1 We may, at our absolute discretion, provide you support in relation to your use of the Platform or the Site. If you require assistance in relation to your use of the Platform, you may contact us by sending an email to support@edgeguides.com.au.
- 16.2 We will endeavour to provide support on Business Days, however this cannot be guaranteed.

17. SITUATIONS OR EVENTS OUTSIDE OUR REASONABLE CONTROL

- 17.1 There are certain situations or events that may occur which will not be within our reasonable control. We are not liable for any failure to comply with our obligations relating to the Platform where the failure is caused by something outside our reasonable control. Where this occurs, we will notify you of these circumstances and attempt to recommence providing the Platform as soon as we are able. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue providing the Platform.

18. NOTICES

- 18.1 Any notice required to be given pursuant to these Terms and Conditions will, unless otherwise stated, be in writing and be sent to the other party at the email address specified in these Terms and Conditions (or to such other address as either party may from time to time notify the other in accordance with this clause).
- 18.2 A notice given under clause 18.1 will be deemed to have been delivered twenty-four (24) hours after the email is sent.

19. GENERAL

- 19.1 Variations to these Terms and Conditions will only be effective if in writing and signed by authorised representatives of both parties.
- 19.2 The provisions of these Terms and Conditions that are capable of having effect after the termination or expiry of these Terms and Conditions will remain in full force and effect following the termination or expiry of these Terms and Conditions.
- 19.3 You must not, without our prior written consent (which will not be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.
- 19.4 If either party chooses to waive or ignore a breach of these Terms and Conditions, this will not prevent that party from taking action in respect of the same type of breach at a future date.
- 19.5 Nothing in these Terms and Conditions is intended to create or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in these Terms and Conditions. Neither we nor

you will have, nor represent that it has, any authority to make any commitments of this kind on the other party's behalf.

- 19.6 These Terms and Conditions, and the relationship between the parties contemplated by it, is not intended to be exclusive.
- 19.7 If any provision of these Terms and Conditions is held invalid or unenforceable, such provision will be deemed deleted from these Terms and Conditions and replaced by a valid and enforceable provision which so far as possible achieves the parties' intent in agreeing to the original provision. The remaining provisions of these Terms and Conditions will continue in full force and effect.
- 19.8 These Terms and Conditions is governed by the laws of Victoria, Australia and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.
- 19.9 These Terms and Conditions may be executed electronically and in any number of counterparts. All counterparts together will be taken to constitute one instrument.
- 19.10 These Terms and Conditions constitutes the entire agreement between the parties in respect of the subject matter of these Terms and Conditions and supersedes and replaces any prior written or oral agreements, representations or understandings. The parties confirm that they have not relied on any representation that is not expressly incorporated into these Terms and Conditions.