

9 Spokes International Limited and Suncorp Corporate Services Pty Ltd

Trial Terms and Conditions of Use

SERVICES, COSTS & SUPPORT

1. Terms and Purpose

- 1.1 9 Spokes provide a service (“9S Service”) that allows a consolidated point of access to a range of online software applications (“Apps”) from a range of software developers known as “Online Software Partners” (“OSP”).
- 1.2 “9 Spokes “ means the entity that makes the 9S Service available for use in your normal country of residence for taxation purposes, which may be 9 Spokes International Limited (“9 Spokes International ”) , a New Zealand registered company (Company number 3538758) with registered offices and principal place of business at Level 3, 32 Market Place, Auckland Viaduct, Auckland, 1010 , New Zealand or any current or future subsidiaries of 9 Spokes International including without limitation 9 Spokes Australia Pty Limited, an Australian registered company (ABN 23 169 029 001) with registered office at Level 22 MLC Centre, 19 Martin Place, Sydney NSW 2000, Australia and 9 Spokes UK Limited, a company registered in England and Wales.
- 1.3 “Suncorp” means Suncorp Corporate Services Pty Ltd ABN 69 074 966 466.
- 1.4 These Terms and Conditions of Use (“Terms”) state the terms that govern use of the 9S Services by any person. The terms “you” or “your” refer to the person using the 9S Service, Apps, Dashboard and any other services. The terms “we” or “us” refers to 9 Spokes and Suncorp. By using these services, you verify your agreement to these Terms.
- 1.5 You may also appoint third party professional advisors, such as accountants and IT service professionals, to have access to your instance of the 9S Service, for the purpose of assisting you to receive the full benefit of the 9S Service. A professional advisor who you have appointed in this way is known as a "Business Support Partner" ("**BSP**").
- 1.6 While you may appoint any person as your BSP, 9 Spokes has developed a network of 9 Spokes approved professional advisors, and if you ask 9 Spokes to do so, 9 Spokes will assist you to engage any of these professional advisors as BSPs.
- 1.7 We may amend or modify these Terms at any time and will keep you informed by posting the updated Terms and a notice of the changes on the 9S Service.
- 1.8 Subject to clause 13.1, you may terminate your use of any Apps you’ve purchased at any time.
- 1.9 The 9S Service is supplied by 9 Spokes. To the extent permitted by law, Suncorp accepts no liability for any loss and/or damage (howsoever caused) as a result of your use of the 9S Service website, Dashboard, tools or product offerings, or as a result of your use of any Apps or interaction with any OSPs.
- 1.10 9 Spokes, Suncorp, OSPs and BSPs are separate and unrelated legal entities. Suncorp does not have any liability to you in respect of the 9S Service, the Dashboard or any Apps provided by OSPs, or any information, product or service offered by any third party on or through the 9S Service website or through the Apps, or any other services provided by 9 Spokes or the OSPs. Similarly, 9 Spokes does not have any liability to you in respect of services provided by Suncorp.

- 1.11 Neither Suncorp nor 9 Spokes warrants that a certain number of OSP Apps, or a certain type of OSP App will be available on the Dashboard or as part of the 9S Service. Neither Suncorp nor 9 Spokes warrants that a particular OSP App will be available at all times during your use of the Dashboard or 9S Service, and neither Suncorp nor 9 Spokes shall be liable in any way if an OSP App is no longer available to you on the Dashboard or as part of the 9S Service.
- 1.12 You acknowledge that the 9S Service is being made available to you only for testing purposes during a specified period (as further detailed in this clause), and that after the expiry of such period, the 9S Service will cease to be available. These Terms apply for the period up to 24 June 2016 only (the **Trial Period**). At 23:59:59 Brisbane, Australia time on 24 June 2016, the 9S Service, including the use of the Dashboard will no longer be available to you (including any information or data in the Dashboard). Following expiry of the Trial Period, Suncorp and 9 Spokes may, at their absolute discretion, offer you a replacement for the 9S Service on such terms and conditions as Suncorp and 9 Spokes may specify at the time, but Suncorp and 9 Spokes accept no liability whatsoever for any loss of data or information as a result of the 9S Service and the Dashboard not being available from the end of the Trial Period (including, for the avoidance of doubt, if no replacement for the 9S Service is offered to you after the Trial Period). Further, if you no longer require an arrangement with a particular OSP or BSP once the 9S Service and Dashboard are de-activated, then it is your sole responsibility to ensure that any OSP Apps or arrangements with BSPs are also terminated (such termination being made at your discretion). Please be aware that there may be fees or termination notice periods set by the OSPs or the BSPs and it is your responsibility to manage those fees and notice periods (which may extend past the end of the Trial Period). You acknowledge that neither Suncorp nor 9 Spokes have any liability to you for any arrangement you may enter into with a BSP or OSP, and neither Suncorp nor 9 Spokes will remind or notify you that arrangements you have with any BSP or OSP are ongoing and may continue past the end of the Trial Period.

2. **Fees and invoicing**

- 2.1 Access to use each App is granted on a subscription basis, and where you subscribe for an App using the 9S Service, you will be charged a fee for that access ("**App Access Fees**").
- 2.2 From time to time, 9 Spokes may vary the amount you pay on some or all of the App Access Fees, including by:
- (a) temporarily reducing the App Access Fees and fees for Additional Services such as during a promotional campaign; or
 - (b) permanently reducing or increasing the App Access Fees.
- Any changes in the fees will be notified to you in the 9S Service.
- 2.3 9 Spokes may issue to you invoices for fees payable for your use of the Apps and any 9S Additional Services. Invoices will be issued on the date of each month you choose when you make your first purchase from the 9S Service.

- 2.4 You are required to pay all taxes applicable to the supply of the 9S Service and any 9S Additional Services (such as GST, VAT or other sales tax). The applicable tax will be clearly shown on your invoice.
- 2.5 Validly issued invoices must be paid on the invoice due date.
- 2.6 You acknowledge your access to 9 Spokes or an App may be terminated or suspended if invoices are not paid by the due date.
- 2.7 Invoices may be issued in a variety of currencies (depending on the Apps purchased by you). You are solely responsible for any foreign currency transaction fees that may be incurred as a result of paying these invoices.

3. **Support Services**

- 3.1 You can contact Suncorp or 9 Spokes to request support with any aspect of your use of the 9S Service, including the Dashboard. Suncorp will refer your query to 9 Spokes where relevant, and 9 Spokes will use its best endeavours to resolve your support request within a reasonable time.
- 3.2 You can also contact Suncorp or 9 Spokes to request support with any OSP App. Suncorp will refer your query to 9 Spokes. 9 Spokes will use their best endeavours to refer your support request direct to the OSP on your behalf or otherwise to provide you with directions on how to refer your support request to the OSP directly.
- 3.3 Details of 9 Spokes support hours are found on the support section of the 9S Service.
- 3.4 Other than the referral service described in clause 3.2, you acknowledge that neither 9 Spokes nor Suncorp have any responsibility for any maintenance or support of any App. Any problems, defects or issues with an App are the sole responsibility of the OSP.
- 3.5 Support may also be available from your BSP and will be subject to the terms and conditions between you and the BSP.
- 3.6 For the avoidance of doubt, all support services are the function of 9 Spokes. Suncorp is not liable for any support (or lack thereof) provided to you. As this is a trial, you acknowledge that the support services will reflect the fact that this is a trial environment, and will not be full scale support. However, 9 Spokes will use their best endeavours to support you where possible.

LICENCES

4. **Grant of licence in 9S Service and Dashboard**

- 4.1 You acknowledge that the 9S Service, Dashboard and Apps including their "look and feel" (e.g., text, graphics, images, logos and icons), photographs, content, processes, notices and other material are protected under copyright, trademark and other intellectual property laws and treaties, and all such intellectual property rights are owned or licensed by 9 Spokes or the OSPs.
- 4.2 You acknowledge that the Suncorp names, logos, branding and other proprietary words or symbols (including text, graphics, images, logos and icons) are protected under copyright, trademark and other

intellectual property laws and treaties, and all such intellectual property rights are owned or licenced by Suncorp, or the Suncorp Group.

- 4.3 9 Spokes grants to you a revocable, non-transferable and non-exclusive licence to use the 9S Service and Dashboard in accordance with these Terms. If you are an employer, subject to clause 7.2, you may sub-licence your rights under these Terms to your employees, directors, officers and sub-contractors strictly for your internal business purposes only, provided each sub-licensee is aware of these Terms and that they must not authorise any other person to use the 9S Service or Dashboard. You may sub-licence your rights under these Terms to a BSP strictly for the purpose of such BSP assisting you to enjoy the full benefit of the 9S Service, and provided each sub-licensed BSP is aware of these Terms and that they must not authorise any other person to use the 9S Service or Dashboard.
- 4.4 You may install the Dashboard app on any devices approved by 9 Spokes from time to time, but you must comply with any directions 9 Spokes may give in respect of the Dashboard app from time to time, including removing or replacing the Dashboard app.
- 4.5 Other than as explicitly stated in this clause, these Terms do not grant you the right to distribute, rent, loan, lease, sell, sublicense, or otherwise transfer all or part of the 9S Service or Dashboard or any OSP Apps, or any rights granted by these Terms to any other person. You must not modify, translate, adapt, arrange, or create any adaptation or modification to the 9S Service or Dashboard for any purpose. Any rights not expressly granted in these terms are reserved by 9 Spokes and its licensees.

5. License and terms and conditions for OSP Apps

- 5.1 In addition to these Terms, each App is licensed to you on the terms and conditions specified by each OSP ("**OSP Terms**"). OSP Terms will be provided for you to read prior to when you purchase use of any App, and you will be required to indicate your consent to OSP Terms before you can access the App.
- 5.2 Subject to 5.3, you acknowledge that the OSP Terms will form a binding agreement between you and the OSP, and 9 Spokes and Suncorp have no liability or responsibility to you or any OSP in connection with any breach or alleged breach, claim or action arising from OSP Terms.
- 5.3 To the extent any term or condition specified in these Terms conflicts with any term or condition of any OSP Terms (including without limitation, payments for use of the App), the term or condition of these Terms will prevail. For the avoidance of doubt, any Term that requires you to pay an OSP for your use of an App for which you will be billed via the 9S Service is void.

YOUR RESPONSIBILITIES AND RESTRICTIONS

6. Terms and conditions with BSPs

- 6.1 Any engagement between you and a BSP is independent of 9 Spokes and will be subject to terms and conditions agreed between you and the BSP ("BSP Terms"), which are unrelated to these terms.
- 6.2 You acknowledge that the 9 Spokes and Suncorp are not a party to the agreement between you and

the BSP, and 9 Spokes and Suncorp will have no liability or responsibility to you or any BSP in connection with any breach or alleged breach, claim or action arising from the BSP Terms.

7. Your Responsibilities

7.1 You:

- (a) are responsible for your compliance with these Terms;
- (b) must provide us with accurate information about yourself when you sign up for the 9S Service;
- (c) must immediately notify us and any relevant authorities if you become aware of any use of the 9S Service that is, or is likely to be, illegal or threatening to the health or safety of any person;
- (d) must prevent unauthorised access to or use of the 9S Service, and notify us promptly of any such unauthorised access or use; and
- (e) must only use the 9S Service in accordance with applicable laws and government regulations.

7.2 If you authorise any other person to use the 9S Service or any OSP App, or any person gains access to the 9S Service or any App as a consequence of your negligent act or omission, then you agree that you are fully responsible for the actions of that person and any failure by that person to comply with these Terms or any OSP Terms and you further agree that under no circumstances will 9 Spokes have any liability for any loss or damage suffered by you or any other person arising from your grant of any such authorisation.

8. Restrictions on your use of the 9S Service

8.1 You must not (and must not permit or direct any third party to):

- (a) circumvent or modify any security mechanisms employed by 9 Spokes or any OSP in the 9S Service or any App;
- (b) reverse engineer, decompile, modify, adapt, decompile or disassemble the 9S Service, Dashboard or any App;
- (c) imply any affiliation or endorsement of you or any organisation by Suncorp, 9 Spokes or any OSP, except with consent in writing;
- (d) sell, resell, rent or lease the 9S Service, Dashboard or any App;
- (e) use the 9S Service or any App to store or transmit infringing, libellous, defamatory or otherwise unlawful or tortious material;
- (f) use the 9S Service or any App to store or transmit any viruses, trojan horses, backdoors or similar types of code designed to disrupt or interrupt any computer system or service, including the 9S Service;

- (g) interfere with or disrupt the integrity or performance of the 9S Service or any App or any transaction being conducted through the 9S Service, or any other person's use of the 9S Service or any App;
 - (h) attempt to gain unauthorised access to the 9S Service or its related systems or networks, or any part of them, or any App;
 - (i) interfere with or disrupt the servers or networks connected to the 9S Service, or disobey any requirements, procedures, policies or regulations of networks connected to the 9S Service;
 - (j) use any automatic device, program, algorithm or methodology, or any comparable manual process, to access, acquire, copy, or monitor any portion of the 9S Service or any App (other than the Dashboard as authorised by these Terms); or
 - (k) pretend that you are or represent someone else, or impersonate any other person.
- 8.2 If we determine, in our sole discretion, that you are not complying with any of the above conditions or Terms, we may terminate your licence to use and access the 9S Service and any App.
- 8.3 9 Spokes and Suncorp will co-operate with relevant authorities in the investigation of any illegal, or suspected illegal, activity associated with any person's use of the 9S Service.

ABOUT THE DATA CONTENT, ACCESS & CONFIDENTIALITY

9. No reliance

- 9.1 You acknowledge that although 9 Spokes will use its reasonable endeavours and due care and skill to determine that the content on the 9S Service is accurate and up-to-date, including all data displayed on the Dashboard, we do not warrant that such content will be complete, uninterrupted or error free. Similarly, where calculations are provided as part of your 9S Service or on your Dashboard, neither 9 Spokes nor Suncorp warrants that these calculations are correct and error free.
- 9.2 You acknowledge and agree that:
- (a) you are solely liable and responsible for your business and other activities, and your performance and compliance with laws;
 - (b) the 9S Service, including the Dashboard, is prepared on a general basis and may not be appropriate or complete for your specific circumstances or requirements;
 - (c) the 9S Service, Dashboard and Apps are designed to assist you in the conduct of your business activities, which may include acting as a reference source for legal, regulatory and policy compliance obligations, but none of the 9S Service, Dashboard or any App (unless otherwise explicitly stated in relevant OSP Terms) is designed nor intended to guarantee such compliance or provide any advice in this regard; and
 - (d) the legal obligations applicable to you and your business will vary depending on factors pertinent to you and your business, including without limitation your business activities, geographic location and the laws, regulations and industry guidelines that may apply in any particular circumstance. Suncorp and 9 Spokes do not provide any advice in this regard,

are not liable in any way whatsoever if your use of the 9S Service, Dashboard or any App results in a breach of any legal, financial, taxation, regulatory or policy compliance obligations.

10. **User Content and Backups**

- 10.1 As the owner of information, data, usernames, other log-in information, materials or other content (collectively, "**User Content**") you submit to, or process with, the 9S Service or any App, you grant to 9 Spokes and Suncorp a perpetual, irrevocable, royalty free, sub-licensable, transferrable license to use, reproduce, modify and adapt the User Content for any purpose necessary for the supply of the 9S Service to you, including providing such User Content to OSPs.
- 10.2 You acknowledge that 9 Spokes and Suncorp will not create backups or otherwise maintain data recovery mechanisms for any of the User Content, and you have sole responsibility for creating, maintaining and verifying any backups of User Content. You acknowledge that neither 9 Spokes nor Suncorp will have any liability to you under any circumstances resulting from any loss of User Content, even if such loss is caused or contributed to by an act or omission of 9 Spokes or Suncorp, or any failure of the 9S Service or any App.
- 10.3 In addition to its rights under clause 10.1, you agree that 9 Spokes and Suncorp may modify User Content by removing from such User Content all material that could identify you or any other person or organisation ("**De-identified Content**"), and 9 Spokes and Suncorp may then use, reproduce and adapt such De-identified Content.

11. **Usage Restrictions and Availability**

- 11.1 You understand and agree that the internet is a public communications network that cannot be controlled by 9 Spokes, Suncorp or any OSP, and any data intended to be delivered to you by means of the 9S Service, Dashboard or any App may be delayed or may not be delivered.
- 11.2 You agree that neither 9 Spokes, Suncorp nor any OSP is liable for any delays, failure to deliver, or misdirected delivery of any data; for any errors in the content of data, including in the Dashboard or any App; or for any actions taken or not taken by you or any third party in reliance on data.
- 11.3 The 9S Service, Dashboard and OSP Apps may be subject to access or other restrictions on use or availability.
- 11.4 You acknowledge that your access and use of the 9S Service, Dashboard and any App may be interrupted from time to time for any reason, including without limitation, the malfunction of equipment, updates to the 9S Service or any App, maintenance or repair of the 9S Service, Dashboard or any App or other actions that 9 Spokes, Suncorp or an OSP, in their sole discretion, may elect to take. Neither Suncorp nor 9 Spokes are liable if any outage impacts on your ability to use the 9S Service, the Dashboard or the OSP Apps.
- 11.5 9 Spokes will make reasonable efforts to provide you with advance notice of any changes that may affect your use of the 9S Service. However, you acknowledge that there will be circumstances where

such advance notice cannot be provided and neither 9 Spokes nor Suncorp are liable if no advance notice is provided to you.

12. **Confidentiality and Data Protection**

- 12.1 Each party must maintain the confidentiality of the other party's confidential information (which includes without limitation all information disclosed by one party to the other party in circumstances where an obligation of confidence can or should reasonably be implied) and will not without the prior written consent of the other, use, disclose, copy or modify the other party's confidential information (or permit others to do so) other than as necessary for the performance of its rights and obligations under these Terms. Each party must take all precautions reasonably necessary to prevent any unauthorised use, disclosure, copying, publication or dissemination of the other party's confidential information.
- 12.2 You acknowledge and agree that 9 Spokes will share with Suncorp all confidential information (and all other information, including information that you have input into OSP Apps) that 9 Spokes holds on you (or that an OSP holds on you, which 9 Spokes has access to), and that such sharing of this information with Suncorp will not be a breach of these Terms.
- 12.3 You acknowledge that 9 Spokes or Suncorp may disclose to OSPs so much of your confidential information as is necessary for the OSP to properly supply an OSP App to you.
- 12.4 9 Spokes will take reasonable commercial measures to protect the security and integrity of the 9S Services and User Content processed by means of the 9S Services (but not any OSP App).
- 12.5 9 Spokes will:
- (a) comply at all times with applicable privacy and data protection laws in Australia and New Zealand;
 - (b) take all reasonable steps to protect the security and integrity of information that can be used to establish the identity of an individual, sensitive information about an individual and your confidential information; and
 - (c) take reasonable steps to notify you if it becomes aware of any disclosure of User Content that can be used to establish the identity of an individual, sensitive information about an individual or your confidential information.
- 12.6 You acknowledge that Suncorp will handle your confidential information in accordance with the terms of Suncorp's Privacy Statement (which will be provided to you when you sign up to the 9S Service).
- 12.7 You acknowledge that 9 Spokes will handle your confidential information in accordance with the terms of 9 Spokes' Privacy Statement (which will be provided to you when you sign up to the 9S Service).
- 12.8 You acknowledge that Suncorp may use your de-identified confidential information (or other information, including information you have input into OSP Apps) for industry research and product development.

TERMINATION

13. Termination

13.1 You may terminate your access to any OSP App in accordance with the OSP Terms, but if you do so you acknowledge that:

- (a) any OSP App Access Fees you have paid in advance in respect to any terminated OSP App are forfeited, and neither 9 Spokes, Suncorp nor any OSP has any liability to you in respect of such OSP App Access Fees; and
- (b) certain OSP Apps integrate or communicate with other OSP Apps and the 9S Services, and by terminating an OSP App, such integration or communication may be interrupted, degraded or permanently disabled, and neither 9 Spokes, Suncorp nor any OSP has any obligation to notify you of the consequences of terminating any OSP App, nor will 9 Spokes, Suncorp or any OSP have any liability to you for any loss or damage you may suffer as a consequence of your termination of any OSP App.

13.2 9 Spokes or Suncorp may terminate the 9S Service, or any part of the 9S Service (including access to any one or more OSP Apps), at any time. We will use commercially reasonable endeavours to provide you with reasonable notice of the termination of the 9S Service or any OSP App, but do not guarantee that such notice can or will be provided. You acknowledge that 9 Spokes' sole liability to you for termination of the 9S Service or any OSP App (except where such termination arises from a breach of these Terms by you) will be to provide you with access to your data in accordance with clause 12.4. You acknowledge that Suncorp has no liability to you for termination of the 9S Service or any OSP App.

14. Suspension

14.1 Subject to clause 12.4, 9 Spokes or Suncorp may temporarily suspend your access to the 9S Service or any App if 9 Spokes reasonably determines that:

- (a) if any validly invoiced amounts remain unpaid after the due date;
- (b) otherwise if you are using the 9S Service in breach of these Terms; or
- (c) there is a threat or attack on the 9S Service or other event that may create a risk to the 9S Service, any App, you or any other user of the 9S Service.

14.2 9 Spokes or Suncorp (as the case may be) will make reasonable efforts to provide information to you about the reasons for any suspension, and updates regarding resumption of your access to the 9S Service or any App following any suspension.

14.3 9 Spokes or Suncorp are not liable for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any suspension of the 9S Service or any App.

GENERAL LEGAL PROVISIONS

15. Limitation of Liability

- 15.1 Other than warranties, conditions, rights or guarantees implied by relevant legislation, the exclusion of which from an agreement would contravene a statute or cause part or all of this agreement to be void (“**Non-Excludable Rights**”), 9 Spokes and Suncorp provide you with the 9S Service and Dashboard “as is”, and 9 Spokes and Suncorp do not warrant uninterrupted use or operation of the 9S Service, or that any data sent by or to you will be transmitted in uncorrupted form or within a reasonable amount of time. Except for any Non-Excludable Rights, 9 Spokes and Suncorp disclaim all representations, warranties and conditions of any kind, whether express, implied or written, oral, contractual or statutory.
- 15.2 Except for liability in relation to breach of any Non-Excludable Rights and liability referred to in clause 15.4, 9 Spokes’ maximum aggregate liability to you in contract, including for one or more breaches of any express term or terms of these Terms, tort (including negligence), statute or otherwise, is limited to an amount equal to the total amount paid by you to 9 Spokes in connection with the 9S Service in the 12 month period before the event giving rise to liability arises. For liability in relation to breach of any Non-Excludable Rights, to the extent permitted by applicable law, 9 Spokes’ liability is limited, at its option, to the cost of repairing or replacing any defective goods, or supplying again or paying the cost of having supplied again any defective services.
- 15.3 Except for Non-Excludable Rights, Suncorp’s maximum aggregate liability to you under or in connection with these Terms or your use of the 9 Spokes Service, Dashboard or OSP Apps (including for any breaches of these Terms by 9 Spokes) is nil. The 9S Service is provided solely by 9 Spokes to you and Suncorp accepts no liability whatsoever for the performance of 9 Spokes, the 9S Service, the Dashboard or any OSP or OSP App.
- 15.4 Except for Non-Excludable Rights, in no event will 9 Spokes, Suncorp or their suppliers be liable for any special, incidental, indirect, punitive or consequential damages whatsoever, including, but not limited to, damages for loss of profits or revenues, loss of confidential or other information, business interruption, personal injury, loss of privacy, corruption or loss of data, failures to transmit or receive data or any other pecuniary loss whatsoever arising out of or in any way related to the use of or inability to use the 9S Service, Dashboard, any OSP App or otherwise in connection with any provision of these Terms, even if 9 Spokes or Suncorp have been advised of the possibility of such damages.
- 15.5 You acknowledge that the OSP Apps are supplied to you by the relevant OSP, and neither 9 Spokes nor Suncorp have any responsibility for any claim made by you, or any loss or damage suffered by you, arising from your use of any OSP App. You agree to indemnify, defend and hold harmless 9 Spokes and Suncorp, and their respective officers, directors, employees, suppliers, subcontractors and agents from any loss, liability, claim, demand, damage, or expenses (including reasonable legal fees) asserted by you or any third party due to or arising from or in connection with your use of any OSP App.

16. Notices from 9 Spokes or Suncorp

16.1 You agree that you may receive all notices required under these Terms electronically, by any means reasonably nominated by 9 Spokes or Suncorp from time to time, including without limitation by email, or by means of the 9S Service. Your continued use of the 9S Service, Dashboard or any OSP Apps after any such changes have been posted constitutes your agreement to the terms and conditions of the updated Terms.

17. **Assignment**

17.1 Subject to the next sentence, neither you nor 9 Spokes may assign any of its rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Without notice to you, 9 Spokes and Suncorp may assign or novate these Terms in their entirety to either of their related bodies corporate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of either of their assets, and you hereby give your consent to any such assignment or novation.

18. **Miscellaneous**

18.1 These Terms are the entire agreement between You, Suncorp and 9 Spokes relating to the 9S Service and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the 9S Service, Dashboard, any OSP App, or any other subject matter covered by these Terms.

18.2 Any part or all of any clause of these Terms that is illegal or unenforceable must be severed from these Terms and will not affect the continued operation of the remaining provisions of these Terms.

18.3 Waiver of any power or right under these Terms must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver.

19. **Governing Law and Forum for Disputes**

19.1 This Agreement, and your relationship with 9 Spokes, is governed by the laws of Queensland, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that jurisdiction, and any dispute resolution procedure or legal proceedings in connection with these Terms or the 9S Service must be conducted in that jurisdiction.

20. **Contact by Suncorp**

20.1 You agree to be contacted by Suncorp for marketing purposes if and when a non-trial version of the 9S Service or Dashboard is offered by Suncorp (including a similar product that may be hosted by an entity other than 9 Spokes). This contact may include providing promotional material to you, emailing you or calling you. You may opt out of this marketing at any time by notifying Suncorp. A non-trial version of the 9S Service or Dashboard may be on different terms and conditions to these Terms and may offer connectivity with different OSP Apps.

21. **Suncorp Group Benefit**

- (a) In these Terms, "Suncorp Group" means:
- (i) Suncorp Group Limited ABN 66 145 290 124 and;
 - (ii) any present or future corporation or other business entity controlled by, controlling or under common control with Suncorp Group Limited and for this purpose "control" means the right to control the composition of the board of directors or the right to cast or control the casting of at least 50% of the maximum number of votes at a general meeting or the right to at least 50% of the dividends or income of that corporation or other business entity;
 - (iii) any present or future corporation or other business entity with which any of the companies identified in paragraphs (a) or (b) above is consolidated or amalgamated or corporatised or merged into or to which all or substantially all of its assets are transferred; and
 - (iv) a company formed for purposes including the holding of some or all of the issued share capital, assets or liabilities of one or more of the entities mentioned in paragraphs (a) – (c) above.
- (b) You agree that each member of the Suncorp Group may make use of and is entitled to receive the benefit of the obligations to be performed by you under this Agreement as though references in the relevant clauses of this Agreement to Suncorp were references to that member of the Suncorp Group.
- (c) You confirm that you intend Suncorp and each member of the Suncorp Group to benefit from each warranty, indemnity, undertaking or other obligation of you under this Agreement provided that Suncorp, as the contracting entity, shall be responsible for enforcing and recovering under the relevant warranty, indemnity, undertaking or other obligation, including bringing any claim or demand, for and on behalf of the Suncorp Group.
- (d) You acknowledge and agree that any act or omission of you in connection with this Agreement in relation to a member of the Suncorp Group will be taken to be an act or omission of you in relation to Suncorp under this Agreement and that you will be liable to Suncorp for any resulting liability as though it had been suffered or incurred by Suncorp. Suncorp must ensure that any claim a member of the Suncorp Group may have against you in connection with this Agreement is brought by Suncorp itself, as contemplated under this Agreement.
- (e) Suncorp may at any time assign this Agreement to a member of the Suncorp Group without the consent of you.

FINANCIAL INCENTIVE AGREEMENT DURING TRIAL PERIOD

Services to be performed by you

You agree to:

1. incur any cost in relation to purchasing OSP Apps to be used on the Dashboard as part of the 9S Services (which will not be reimbursed by Suncorp);
2. use the 9S Services, Dashboard and OSP Apps over the course of the Trial Period; and
3. participate in feedback activities relating to your use of the 9S Platform and Dashboard (and related products, including BSP services and OSP Apps) during the Trial Period. These feedback activities will involve the completion of on-line surveys and short telephone conversations within the timeframes set out by Suncorp (which will be reasonable). Feedback will take no more than 2 hours of your time between when you sign-up for the 9S Service and when the trial concludes at the end of the Trial Period,

(Customer Participation Activities).

Suncorp's offer

In exchange for you promptly and fully participating in all Customer Participation Activities during the Trial Period, Suncorp will send you an EFTPOS gift card in the sum of \$250 to the mailing address provided. The EFTPOS gift card needs to be activated by you within 3 months of the issuance date and will expire after 12 months. The EFTPOS gift card will be issued within 60 days of the end of the Trial Period. It is up to you to ensure that the EFTPOS gift card is activated within 3 months of the issuance date. Suncorp will not be liable to reissue an EFTPOS gift card that is not activated within the specified period and/or spent within the 12 months expiry period.