

Terms of Service

Pureprofile Business Account

Pureprofile Australia Pty Ltd ACN 093 819 713 ("**Pureprofile**", "**we**", "**us**" or "**our**") owns and operates a proprietary platform (the "**Pureprofile Platform**"), including access to survey panels and panellists via supporting applications, to facilitate tailored market research and insights (the "**Service**"). In these Terms, "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with Pureprofile Australia Pty Ltd, and "**Business Day**" means a day other than a Saturday, Sunday or public holiday in New South Wales, Australia. The Service allows business customers ("**you**" or "**your**") to purchase survey samples and utilise various Pureprofile applications and tools, including Datarubico Insights Creator, Datarubico Audience Access, Demand API and various AI tools (the "**Pureprofile Tools**"). Your access to and use of the Service and the Pureprofile Tools is governed by these Terms of Service (the "**Terms**") and, if applicable, certain product-specific terms (the "**Product-Specific Terms**"). Our [Privacy Policy](#) explains how we deal with personal information that we collect from you in the course of your access to and use of the Service and the Pureprofile Tools. Our [Data Processing Agreement](#) sets out further terms with regard to data protection matters ("**DPA**"). Collectively, the Terms, the DPA, the Product-Specific Terms and any applicable work order (each, a "**Work Order**") constitute the agreement between us and you (the "**Agreement**").

If you have any questions regarding these Terms, the Service or your dealings with Pureprofile, please contact us via our [website](#) or if you are a Managed Services (as defined in the Product-Specific Terms) customer, you may speak to your Pureprofile representative.

1. Acceptance

- (a) These Terms govern your access to and use of the Service and Pureprofile Tools. By accessing the Service, you confirm that you have read and understood these Terms and agree to be legally bound by them.
- (b) Where you access the Service on behalf of your organisation:
 - (i) you represent and warrant that you are authorised to accept these Terms on behalf of your organisation and to legally bind your organisation to these Terms; and
 - (ii) your organisation must ensure that all officers, employees, agents and contractors who access and use the Service also comply with these Terms.

2. Product-Specific Terms

- (a) The Product-Specific Terms may also apply to your access and use of the Pureprofile Tools.
- (b) Such additional terms and conditions are available [\[here\]](#) and where applicable, shall be incorporated into and form part of these Terms whenever you access or use the specific Pureprofile Tool to which they relate.
- (c) If there is any conflict or inconsistency between the Product-Specific Terms and any other part of these Terms, the Product-Specific Terms shall prevail.

3. Changes to Terms

- (a) We may from time to time amend, update, modify or replace these Terms or the Product-Specific Terms by giving you not less than thirty (30) days' prior written notice (including by email to your registered email address).
- (b) Subject to clause 3(e), any such changes will take effect on the date specified in the notice, being not less than thirty (30) days after the date of notification, unless you object in accordance with clause 3(d) below.
- (c) If you do not notify us of an objection to the proposed changes within the notice period specified in clause 3(a), you will be deemed to have accepted the updated Terms or Product-Specific Terms (as applicable). You are responsible for reviewing all updates to ensure that you are familiar with and understand your obligations under the current version of these Terms and the Product-Specific Terms.
- (d) If you disagree with or object to any of the changes to our Terms or the Product-Specific Terms, you may:
 - (i) terminate this Agreement by giving notice to us in writing, without liability, subject to payment of any outstanding fees owed to us; and
 - (ii) your sole remedy will be to receive a refund of any fees pre-paid in relation to the period following termination.
- (e) Notwithstanding clauses 3(a) to 3(d) inclusive, we may amend these Terms or the Product-Specific Terms with immediate effect by notice to you where a change is required in order to comply with applicable law or regulation.

4. Grant of Rights

Subject to your compliance with this Agreement, we grant you a limited, non-exclusive right to access and use the Service and the relevant Pureprofile Tool(s) in the applicable Work Order for the duration of the Agreement solely for your internal business purposes. Except as expressly permitted by the Agreement, or as may be permitted by any

applicable law which is incapable of exclusion by agreement, you must refrain from doing any of the following:

- (a) licensing, sub-licensing, selling, re-selling, distributing or otherwise commercially exploiting the whole, or any part of the Service or the Pureprofile Tools;
- (b) modifying, copying, reproducing, publishing, transmitting, distributing or making derivative works based on the whole, or any part of the Pureprofile Platform or the Pureprofile Tools;
- (c) reverse engineering, decompiling or otherwise reducing to human-readable form all or any part of the Pureprofile Platform or the Pureprofile Tools;
- (d) accessing all or any part of the Service or the Pureprofile Tools to build a competitive product or service;
- (e) attempting to do any of the foregoing, or permit or assist any other person to do, or to attempt to do, any of the foregoing; or
- (f) introducing, or permitting the introduction of any virus or vulnerability into the Service or Pureprofile's network and information systems.

5. Updates and Changes to Pureprofile Tools

- (a) From time to time, we may update the Service, including to resolve bugs, install patches, improve functionality, incorporate new features, provide new releases or make corrections. Whilst we will use reasonable endeavours to ensure that any updates to the Service will result in limited downtime, we do not guarantee that any such updates will not result in temporary downtime to the Service.
- (b) We reserve the right to change, modify or disable the Pureprofile Tools or any features of the Pureprofile Tools at any time.
- (c) Where such change, modification or disabling results in a material adverse change or degradation to the Service, we will use reasonable endeavours to provide you with at least thirty (30) days' notice unless we are unable to do so, or it would be unreasonable to do so, due to circumstances beyond our reasonable control, including changes required to meet legal or regulatory requirements, to address security issues, or to ensure the technical integrity or availability of the Service.

6. Availability

- (a) Whilst we endeavour to make the Service available to you on a continuous basis, we make no representations or guarantee that the Service, any feature of the Service or the Pureprofile Tools will always be available or available for a specified amount of time each month.
- (b) The Service may be affected by reasons outside our control, including incompatible

devices, poor internet connectivity or other external factors affecting performance of the Service.

- (c) While we undertake reasonable endeavours to ensure the Service functions properly and with limited downtime, we do not provide any service levels, warranties or guarantees in relation to the availability or reliability of the Service.

7. Force Majeure

- (a) Notwithstanding any other provision of this Agreement, Pureprofile is not liable to you for any failure to deliver the Service or perform any term of the Agreement where delivery or performance is delayed, prevented, restricted or interfered with for any reason outside our reasonable control, including but not limited to fire, storm, flood, earthquake, accident, war, terrorism, pandemic, epidemic, labour dispute or materials or labour shortage (other than our own staff or staff under our control), law or regulation ("**Force Majeure Event**").
- (b) If a Force Majeure Event prevents us from performing the Service or providing access to the Pureprofile Tools for a continuous period of thirty (30) days or more, either party may terminate the Agreement with immediate effect by written notice to the other. In the event of such termination, we will refund to you a pro rata proportion of any fees paid in advance in respect of the period during which the Service was unavailable.

8. Feedback

- (a) If you provide feedback, suggestions or recommendations to Pureprofile specifically in relation to the Service (collectively, "**Feedback**"), you:
 - (i) grant to us and our Affiliates a non-exclusive, royalty-free, worldwide and perpetual licence (including the right to grant sub-licences) to use, reproduce and otherwise exploit such Feedback for the purpose of developing and improving the Service; and
 - (ii) hereby waive any rights of attribution or any other form of acknowledgement in respect of such Feedback.
- (b) The foregoing licence does not apply to Feedback that constitutes Confidential Information belonging to you, which shall remain subject to clause 9 (Confidentiality).

9. Confidentiality

- (a) In this clause 9, “**Confidential Information**” means all information (whether written, oral, visual or in electronic form) disclosed by or on behalf of a party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), whether before or after the date of the Agreement, which is by its nature confidential or which the Disclosing Party identifies as confidential, including (without limitation) business plans, financial information, customer data, technical data, trade secrets, know-how, the terms of this Agreement, and any information relating to the Disclosing Party's business, operations, products or services.
- (b) Confidential Information does not include information which: (i) is or becomes publicly available other than as a result of a breach of this clause 9; (ii) was already lawfully in the possession of the Receiving Party before disclosure by the Disclosing Party (as evidenced by written records); (iii) is lawfully disclosed to the Receiving Party by a third party without any restriction on disclosure; or (iv) is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party.
- (c) Where the Receiving Party comes into possession of Confidential Information relating to the Disclosing Party, the Receiving Party must not, and must ensure that its Affiliates, associates, contractors, agents, advisers and employees do not use or disclose the Disclosing Party's Confidential Information except:
 - (i) to such of the Receiving Party's employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising their rights or carrying out their obligations under the Agreement;
 - (ii) to the extent necessary for the purposes of this Agreement;
 - (iii) with the Disclosing Party's prior written consent; or
 - (iv) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (d) The Receiving Party must keep all Confidential Information in a secure manner, as appropriate having regard to the medium in which that Confidential Information is recorded, to protect the Confidential Information from being accessed by unauthorised persons.
- (e) On written request by the Disclosing Party, the Receiving Party must, within a reasonable time do either of the following (as directed by the Disclosing Party):
 - (i) return to the Disclosing Party all original documents and other materials relating to Confidential Information in the Receiving Party's possession; or
 - (ii) destroy all copies of any materials containing Confidential Information in the Receiving Party's possession or control.

- (f) Each party acknowledges that unauthorised use or disclosure of the Confidential Information may cause the Disclosing Party damage that cannot be adequately compensated by damages. Accordingly, each party agrees that in addition to any other rights or remedies the Disclosing Party may have, the Disclosing Party has the right to seek and obtain immediate injunctive relief from any actual or threatened breaches of this clause by the Receiving Party.
- (g) The obligations under this clause 9 will survive the expiry or termination of this Agreement and will continue in force for a period of three (3) years from the date of termination or expiry.

10. Your obligations

For the purposes of this Agreement, prohibited content is defined as any material that is unlawful, defamatory, threatening, harassing, invasive of a person's privacy, abusive, obscene, harmful, discriminatory or otherwise prohibited by law ("**Prohibited Content**"). In accessing and using the Service, you must not:

- (a) use the Service for any purpose other than as expressly permitted by this Agreement;
- (b) use the Service in a manner that is illegal or fraudulent or facilitates any illegal or fraudulent activity;
- (c) interfere with, disrupt or create an undue or unreasonable burden on the Service or on the servers and networks that host the Service;
- (d) impersonate or misrepresent yourself as another person;
- (e) act in a manner that may adversely impact Pureprofile's reputation;
- (f) post or otherwise transmit Prohibited Content;
- (g) post or otherwise transmit material that infringes any third party's intellectual property rights or other proprietary rights;
- (h) post or otherwise transmit material that contains any malicious software or other programming routines intended to damage, interfere with, intercept or expropriate any system, data or personal information; or
- (i) attempt to penetrate or circumvent any access or use restrictions of the Service, or to otherwise interfere with or disrupt the normal functions and performance of the Service.

11. Payment and Fees

- (a) Your access to and use of the Service is subject to your payment of all applicable fees and either:
 - (i) invoiced by us; or
 - (ii) presented to you within your Business Account (as defined in clause 18(a)).
- (b) All fees are stated exclusive of taxes. Where GST or VAT is payable for the Service, it will be added at the applicable rate.
- (c) You can make payments in respect of the Service via your Business Account by credit card, debit card or PayPal (each, a **"Payment Source"**).
- (d) When you make a payment using an available Payment Source, you represent and warrant to Pureprofile that you are authorised to do so.
- (e) You are responsible for any fees or penalties incurred in respect of your Payment Source. Pureprofile may take any lawful steps to recover any outstanding amounts owing, including costs incurred in the recovery of any such outstanding amounts.
- (f) You agree to reimburse Pureprofile for any reversals, charge-backs, claims, penalties, fines or fees that Pureprofile may incur as a result of a payment authorised by you.
- (g) We reserve the right to charge interest on invoices which remain unpaid after the due date at a rate of five percent (5%) per annum above the Reserve Bank of Australia's official cash rate, or the maximum rate permitted by applicable law (whichever is lower).
- (h) Unless otherwise agreed in writing or specified in an applicable Work Order, all invoiced amounts are due and payable within thirty (30) days of the date of the relevant invoice.

12. Consequences of Non-Payment

- (a) You are responsible for timely payment of all fees incurred by you in the course of your access and use of the Service.
- (b) We may suspend or terminate your Business Account, including access to the Service, if we are unable to successfully charge your credit card or other Payment Source.

- (c) Before suspending or terminating your Business Account, we will give you a reasonable opportunity to remedy such breach.

13. Suspension

- (a) We reserve the right to suspend your access to the Service if you do not comply with your obligations under these Terms or any other provision of the Agreement, provided that (except in cases of material breach posing an imminent risk to the security or integrity of the Service or to other users) we will give you reasonable prior written notice and an opportunity to remedy the breach before exercising such right.
- (b) You acknowledge that we may use technology designed to detect and to block inappropriate or Prohibited Content.
- (c) To the maximum extent permitted by law, we are not liable or responsible to you for any loss or damage which you incur as a result of us exercising our rights under this clause.

14. Intellectual Property Rights

- (a) You retain all rights of ownership in and to all data, material, information, electronic files and metadata that you upload, store and import into the Service, including purchased survey samples, insights and other data created, generated or obtained from the Service ("**Content**").
- (b) You grant to Pureprofile and its Affiliates a non-exclusive, royalty-free, worldwide licence during the term of the Agreement to use, reproduce, modify, display and transmit your Content solely to the extent necessary to provide the Service and the Pureprofile Tools to you in accordance with the Agreement.
- (c) We, and where applicable our licensors, retain full right, title and interest (including all intellectual property rights and other proprietary rights) in and to the Service and the Pureprofile Tools.
- (d) Nothing in these Terms confers on you any right to the Service except as expressly granted by these Terms. You must not use any of our trademarks or the trademarks of our licensors:
 - (i) as your own trademarks;
 - (ii) in connection with any business, products or services which are not ours;
 - (iii) in a manner which may be confusing, misleading or deceptive to any person;
or
 - (iv) in a manner that disparages us or the Service.

15. Termination by you

- (a) You may terminate the Agreement by giving us not less than thirty (30) days' prior written notice, including by deleting your Business Account.
- (b) Without prejudice to any other rights or remedies available to you, you may terminate the Agreement with immediate effect by written notice to us if:
 - (i) we commit a material breach of the Agreement and (if such breach is remediable) we fail to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
 - (ii) we take any step or action in connection with our entering administration, provisional liquidation or any composition or arrangement with our creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of a court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of our assets or ceasing to carry on business; or
 - (iii) we suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of our business.
- (c) Upon request, within the 30 day period following expiry or termination of the Agreement, we will provide a copy of your Content to you in a common machine-readable format. After the expiry of this 30 day period, your Content will be deleted, except if and to the extent that we may be required to retain any of it by applicable law.
- (d) Termination does not relieve you of your obligation to pay any outstanding fees which have accrued prior to termination.

16. Termination by us

- (a) Without prejudice to any other right or remedy available to us, we may immediately terminate your access to and use of the Service, and without liability to you, where:
 - (i) you commit a material breach of the Agreement and (if such breach is remediable) you fail to remedy that breach within a period of thirty 30 days after being notified in writing to do so;
 - (ii) you access or use the Service in a prohibited or unlawful manner, including uploading, storing, sharing or creating Prohibited Content;
 - (iii) you access or use the Service for fraudulent or illegal activities;
 - (iv) you harass, abuse or threaten to harass or abuse us or our panellists;
 - (v) we are required to do so by law;

- (vi) there are unexpected technical or security problems or issues with the Service;
- (vii) we elect to discontinue the Service, in whole or in part;
- (viii) you fail to pay any fees owed in relation to your use of the Service;
- (ix) you take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;
- (x) you suspend, or threaten to suspend, or cease or threaten to cease to carry on all or a substantial part of your business; or
- (xi) your account has been inactive for a continuous period of twelve (12) months or more, provided we give you at least 30 days' notice before terminating.

17. Effect of termination

- (a) Subject to our retention rights in clause 17(c) below, we will delete or render unrecoverable your Content within 30 days of the effective date of termination.
- (b) Upon your written request, we will provide written confirmation once deletion is complete.
- (c) We reserve the right to retain your Content or parts thereof (including personal data) following termination where required under applicable law.
- (d) Termination or expiry of this Agreement will not affect any accrued rights or liabilities of either party as at the date of termination or expiry.
- (e) Without limiting the generality of the foregoing, the following clauses will survive the expiry or termination of this Agreement: clause 9 (Confidentiality), clause 14 (Intellectual Property Rights), clause 17 (Effect of termination), clause 19 (Warranties and Disclaimers), clause 20 (Limitation of Liability), clause 21 (Indemnities), clause 22 (Privacy), clause 27 (Severance) and clause 29 (Governing Law and Jurisdiction).

18. Business Account

- (a) Some Pureprofile Tools including Datarubico Audience Access, Datarubico Insights Creator and our suite of AI Tools require business customers to have a registered account ("**Business Account**") to gain access. Upon request, we will set up a Business Account for you. You will be asked to nominate an individual to act as the administrator ("**Administrator**") of your Business Account. The Administrator will be

able to create, assign and revoke user profiles for users within your organisation, oversee all user permissions and manage and review actions undertaken by users. To request a Business Account, click [here](#).

- (b) You are responsible for providing up-to-date and accurate information to Pureprofile when we set up a Business Account for you, and for updating us regarding changes to such information to ensure it remains current and accurate (e.g. changes to your organisation's legal entity name, company number, contact details etc). In order to administer your Business Account, we will need to collect various personal data regarding your authorised users, which will be carried out in accordance with our DPA and our Privacy Policy.
- (c) You are responsible for ensuring that Administrators and users conduct themselves lawfully and in accordance with these Terms and the Product-Specific Terms when accessing and using your Business Account. You must ensure that Administrators and users keep their username and password ("**Credentials**") safe and secure at all times and not share Credentials or permit anyone else to access and use your Business Account. You must immediately notify Pureprofile of any unauthorised use of your Business Account. To the maximum extent permitted by law, you are solely responsible for any loss or damage arising from any unauthorised access or use of your Business Account.
- (d) Access to your Business Account and the Pureprofile Tools may be limited to certain compatible devices or require certain minimum operating requirements, as specified by us and which may change from time to time. You are responsible for ensuring that you meet these requirements on any devices from which Administrators and users access the Pureprofile Tools. Failure to meet the minimum operating requirements may affect your ability to access and use the Pureprofile Tools as intended.
- (e) You must not, and are not permitted to, lend, rent, assign, sell or otherwise transfer your Business Account to any third party, including related parties and affiliates, without Pureprofile's prior written consent.

19. Warranties and Disclaimers

- (a) Pureprofile warrants that: (i) it will provide the Service with reasonable care and skill; and (ii) the Service will perform materially in accordance with any applicable service description or documentation made available by Pureprofile from time to time.
- (b) To the maximum extent permitted by law, we do not represent or warrant that the Service or your use of the Pureprofile Tools will be error-free or uninterrupted, or that they are suitable for your intended purpose or that you will obtain any specific results from your access to and use of the Service or the Pureprofile Tools.

- (c) We provide the Service and the Pureprofile Tools on an “as is” and “as available” basis. When you access the Service or the Pureprofile Tools, you do so at your own risk, having made reasonable inquiries whether the Service and the Pureprofile Tools are suitable for your intended use.
- (d) Neither we nor our Affiliates are liable to you for any loss, damage or liability of any kind for any errors or omissions in, or your access to, use of and reliance on the Service or the Pureprofile Tools, except where such loss, damage or liability is caused by our breach of the Agreement or our negligence.
- (e) Although we use reasonable endeavours to ensure that the Service and the Pureprofile Tools are free from viruses and other harmful code, we do not represent or warrant that any material that you access and / or download from the Service or the Pureprofile Tools will be free from viruses and other harmful code.
- (f) You acknowledge and agree that no data transmission over the internet can be guaranteed as being totally secure and that transmission of your data and / or Content using the Service and / or Pureprofile Tools is at your own risk.

20. Limitation of Liability

- (a) Nothing in the Agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
- (b) Subject to clause 20(a), we will not be liable to you, whether in contract, tort (including negligence) or breach of statutory duty or otherwise, arising under or in connection with the Agreement for: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) any indirect or consequential loss.
- (c) Subject to clause 20(a) and clause 20(b), our total liability to you arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the higher of AUD \$50,000 and 100% of the total fees paid or payable by you to Pureprofile under the Agreement during the 12-month period immediately preceding the date upon which the relevant liability arose.
- (d) To the maximum extent permitted by law, our liability to you under any guarantee, condition or warranty (including without limitation, any guarantee, condition or warranty of merchantability, acceptable quality or fitness for purpose) or any other

right or remedy, under any legislation or implied into these Terms by any legislation ("**Statutory Guarantees**"), is hereby excluded.

- (e) Subject to clause 20(a), where we are liable under any Statutory Guarantees, and any legislation avoids or prohibits provisions in a contract excluding or modifying the application of, or exercise of or liability under, such Statutory Guarantees, our liability to you shall be limited, at our option, to either: (i) the supplying of the Service again; or (ii) the cost of having the Service supplied again.
- (f) You acknowledge and agree that reliance by us on the limitation and exclusion of liability in this clause 20 is fair and reasonable in all of the circumstances.

21. Indemnities

- (a) Pureprofile will indemnify, defend and hold harmless you and your officers, directors and employees from and against any third party claim that your use of the Service or the Pureprofile Tools in accordance with the Agreement infringes the intellectual property rights of any third party (an "**IP Claim**"), provided that you: (i) promptly notify Pureprofile in writing of any such IP Claim; (ii) give Pureprofile sole control of the defence and settlement of such IP Claim; and (iii) provide all reasonable assistance to Pureprofile (at Pureprofile's expense) in connection with the defence or settlement of such IP Claim.
- (b) If an IP Claim is made or is reasonably likely to be made, Pureprofile may at its sole option and expense: (i) procure for you the right to continue using the Service; (ii) modify or replace the infringing element so that it becomes non-infringing without materially diminishing the functionality of the Service; or (iii) if neither of the foregoing is reasonably practicable, terminate the Agreement (or the affected part thereof) and refund any pre-paid fees for the remainder of the then-current term.
- (c) Pureprofile will have no liability under the foregoing IP indemnity to the extent that the alleged infringement arises from: (i) your modification of the Service or Pureprofile Tools; (ii) your use of the Service or Pureprofile Tools in combination with other products, services or data not supplied or approved by Pureprofile; or (iii) your use of the Service or Pureprofile Tools other than in accordance with the Agreement.

22. Privacy

- (a) Except where we are providing Managed Services to you, you agree that you are solely responsible for:
 - (i) all survey content created by you using the Pureprofile Tools; and

- (ii) ensuring your survey content complies with applicable privacy laws including (without limitation) when interviewing minors and / or collecting personal or sensitive personal information relating to respondents.
- (b) Without limiting the previous clause, you must inform us if there are any questions in a survey which collect personal data (as defined in Article 4 of the General Data Protection Regulation (EU) 2016/679), including but not limited to any personal data:
 - (i) revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation; or
 - (ii) relating to criminal convictions and offences or related security measures from respondents, which is not permitted without our prior permission. To obtain permission, you must contact us at requestpii@pureprofile.com outlining your proposed survey details.
- (c) To the extent that we process any personal data relating to you or your personnel, during your access to and use of the Service and / or Pureprofile Tools, we will process, collect, hold, use, disclose and otherwise handle such information in accordance with the *Privacy Act 1988* (Cth), and in the manner described in our Privacy Policy.
- (d) If you are an EEA or UK customer and we process personal data on your behalf, we do so as processor under the applicable data protection legislation upon your lawful instructions as controller, as further outlined in our DPA.

23. Notices

- (a) We may provide you with notices or notifications from time to time in relation to the Service or this Agreement.
- (b) Such notices or notifications may be provided by email to your then current email address registered to your Business Account or by posting the notice on the Service or our website.
- (c) If you wish to provide notice to Pureprofile under or in connection with this Agreement, you should email legal@pureprofile.com. Any such notice shall be deemed to have been received at the time of transmission or, if this time falls outside the hours of 9 a.m. to 5 p.m. on a Business Day in New South Wales, Australia, at 9 a.m. on the next following Business Day.
- (d) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24. Assignment

- (a) These Terms shall not be assignable by you, either in whole or in part without Pureprofile's prior written consent.
- (b) We reserve the right to assign our rights and obligations under this Agreement to any Affiliate or to a successor entity in connection with a merger, acquisition or sale of all or substantially all of our assets, provided that we give you at least 30 days' prior written notice (including via our website) and the assignee assumes all of our obligations hereunder.

25. Waiver

If we waive, in whole or part, any rights available to us under this Agreement on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

26. Severance

- (a) Any provision in this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable; and
- (b) The validity and enforceability of the remainder of the Agreement shall not be limited or otherwise affected.

27. Governing Law & Jurisdiction

- (a) Each party waives any objection to the venue prior to commencing any court proceedings (other than proceedings for urgent injunctive or interlocutory relief), the parties will attempt in good faith to resolve any dispute arising out of or in connection with this Agreement by negotiation between senior representatives of each party within thirty 30 days of one party notifying the other in writing of the dispute.
- (b) These Terms (and the Product-Specific Terms), and any dispute or claim arising out of or in connection with their subject matter or formation (including non-contractual disputes or claims) are governed by the laws of New South Wales, Australia.

- (c) Each party submits to the exclusive jurisdiction of the courts of New South Wales and the division of the Federal Court of Australia in that jurisdiction, and the courts of appeal from them, to settle any dispute or claim arising out of or in connection with these Terms (or the Product-Specific Terms) or their subject matter or formation (including non-contractual disputes or claims).
- (d) of any legal process on the basis that the process has been brought in an inconvenient forum.

28. Entire Agreement

These Terms, the DPA, the Product-Specific Terms and any Work Orders contain the entire agreement between us and you in relation to the subject matter of the Agreement and supersede any prior agreements, arrangements or understandings between Pureprofile and you in relation to the Service or the Pureprofile Tools.

1 September 2026