



### **Advertising Terms and Conditions**

These Advertising terms and conditions (**Agreement**) constitutes an agreement between **LITT Global Pty Ltd (ACN 631 851 511) (Company)** and any party who wishes to display Advertisements on the Platform (**Advertiser**). This Agreement is made effective on the date the Advertiser accepts the terms of this Agreement on the Business Platform. The terms of this Agreement apply to any Advertisements which the Company hosts on the Platform for and on behalf of the Advertiser.

#### **RECITALS:**

- A. The Company carries on the Business.
- B. The Company has agreed to host Advertisements on the Platform, in exchange for which the Advertiser has agreed to pay an Advertising Fee in relation to the hosting of the Advertisement on the Platform.
- C. The parties wish to enter into this Agreement to record the terms and conditions on which the Company will host the Advertisements on the Platform from time to time.

#### **OPERATIVE PART:**

### **1. DEFINITIONS AND INTERPRETATIONS**

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#### **1.1. Definitions**

For the purposes of this Agreement:

**Advertisement** means the Content hosted on the Platform, as requested by the Advertiser submitting a Proposed Advertisement, from time to time.

**Advertising Policy** means the Company's advertising policy or policies in operation from time to time.

**Advertisement Term** means the term of the relevant Advertisement as chosen by the Advertiser on the Platform.

**Advertising Fee** means the advertising fee payable to the Company for hosting an Advertisement on the Platform, as varied dependent on the choices selected by an Advertiser in relation to the hosting of that Advertisement on the Business Platform.

**Business** means the business of the Company determined by the Board from time to time, but as at the date of this Agreement consisting of the development and commercialisation of the Platform.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Australia.

**Business Platform** means the LITT Business Platform, pursuant to which Advertisers can (amongst other things) submit Proposed Advertisements and request to have the Company host Advertisements on the Platform.

**Claim** means any claim in law or equity, or under statute, for a remedy of any nature whatsoever, whether contingent, prospective, actual or otherwise (but does not include claims based on events which occur in the future) and including any and all claims, actions, sums of money, arbitrations, suits, counterclaims, demands, causes of action, debts due, verdicts, judgments, damages, losses,

account reckonings, proceedings, charges, costs (whether on an indemnity or party/party basis) and expenses.

**Commencement Date** means the date on which this Agreement is agreed to by the Advertiser on the Business Platform.

**Company's Account** means the bank account of the Company from time to time (as stated on the Business Platform).

**Confidential Information** means:

- (a) any information disclosed, directly or indirectly, by the Company to the Advertiser before, on or after the Commencement Date under or in connection with matters which are the subject of this Agreement, including information that is designated as "confidential" or in some other manner to indicate its confidential nature or any Intellectual Property Rights; and
- (b) all or any of the following as it relates to the Company or the Platform generally:
  - (i) technical, financial, operational, legal and other information, including any Intellectual Property Rights, systems, technology, ideas, concepts, know-how, techniques, specifications, blueprints, tracings, diagrams, models, functions, capabilities and designs (including computer software, manufacturing processes or other information embodied in drawings or specifications);
  - (ii) information derived or produced partly or wholly from any information the subject of (i) above, including any calculation, conclusion, summary or computer modelling;
  - (iii) trade secrets or information which is capable of protection at law or in equity as confidential information; and
  - (iv) any information and Intellectual Property Rights owned by the Company or its Related Bodies Corporate which are concerned with or connected to the display of Advertisements on the Platform.

**Content** means any text, graphics, images, music, software, audio, video, information or other materials in digital form or otherwise.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Defaulting Party** has the meaning given in clause 17.1.

**Direct Debit Arrangement** has the meaning given in Schedule 1.

**Direct Debit Terms** means the binding terms which apply where the Advertiser requests to set up a Direct Debit Arrangement and the Company agrees to such request. The Direct Debit Terms are set out in full at Schedule 1.

**GST** means any tax, levy, charge or impost implemented under the GST Act or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Insolvency Event** means for a party:

- (a) an order is made or an effective resolution is passed or legislation is enacted for its dissolution, liquidation or winding up;
- (b) it becomes insolvent or makes an assignment for the benefit of its creditors or is unable to pay its debts as the same become due;
- (c) a receiver is appointed and takes possession of the whole or a material part of its assets or undertaking and the receiver is not removed or does not withdraw within two weeks of his appointment or taking possession of those assets;
- (d) the party takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to the party; or
- (e) the happening of any event in relation to a party which leads to the party becoming unable to pay its debts as and when they fall due.

**Intellectual Property Rights** means any intellectual or industrial property rights (anywhere in the world, whether at a statutory level, at common law or otherwise and whether registered or unregistered), including inventions, patents, patent applications, patent disclosures, utility models, copyright (including future copyright), trademarks, logos, design marks, service marks, systems, trade names, business names, brand names, designs, source code, know how, trade secrets, domain names, internet addresses, semiconductor or circuit layout rights, and including all applications and rights to apply for registration of those intellectual property rights, and any and all registrations, renewals, revisions, extensions, reexaminations, translations, adaptations, derivations and combinations, copies and prototypes, tangible embodiments or manifestations of those items.

**Law** means any act, statute, regulation, standard, code or by-law or other law which may be applicable in the Commonwealth of Australia.

**Litt Cash** means virtual units which a User can accrue through various ways on the Platform, including by viewing an advertisement (including any Advertisements).

**Litt Wallet** means a virtual wallet which is personal to a User and attaches to a User's registered account on the Platform.

**Non-Defaulting Party** has the meaning given in clause 17.1.

**Notice** has the meaning given in clause 16.1.

**Platform** means the proprietary social media and augmented reality software application (in iOS and Android formats) known as "LITT" developed by or on behalf of, and owned by, the Company, together with all adaptations, modifications, amendments, extensions, revisions, updates, upgrades and other changes to those products and which may include features which allow its Users to (amongst other things):

- (a) create an individual, customised account;
- (b) post Content to the Platform for other Users to view;
- (c) "like" and comment on Content of other Users posted to the Platform;
- (d) send messages to other Users;
- (e) watch advertisements, which can (ultimately) be converted into Litt Cash;
- (f) redeem Litt Cash for goods and services from participating third party vendors on the Platform and in person by presenting a QR code linked to the User's Litt Wallet at

participating third party vendor stores;

- (g) purchase gift vouchers from participating third party vendors on the Platform which can be sent to and used by other Users (and in turn can be received by the User from other Users); and
- (h) interact with an augmented reality system.

**Proposed Advertisement** has the meaning given in clause 4(a).

**Related Bodies Corporate** has the meaning given to that term in the Corporations Act.

**Representative** means a director, officer, employee, contractor, adviser (financial or legal) or agent.

**Term** means the term of this Agreement as set out in clause 2.

**User** means a person who has registered an account as a user on the Platform.

## 1.2. Interpretation

Unless the contrary intention appears, in this Agreement:

- (a) reference to any legislation or any provision of any legislation includes any modification or re-enactment of the legislation or any legislative provision substituted for, and all legislation and statutory instruments, regulations and directions issued under, the legislation;
- (b) words denoting the singular include the plural and vice versa;
- (c) words denoting individuals or persons include bodies corporate and trusts and vice versa;
- (d) headings are for convenience only and do not affect interpretation;
- (e) reference to a clause or paragraph or schedule is a reference to a clause, paragraph or schedule of this Agreement and the schedules form part of this Agreement;
- (f) reference to any document or agreement (including this Agreement) includes reference to the document or agreement as amended, novated, supplemented, varied or replaced from time to time;
- (g) where any word or phrase is given a definite meaning in this Agreement any part of speech or other grammatical form in respect of the word or phrase has a corresponding meaning;
- (h) the word "including" and similar expressions are not words of limitation;
- (i) a reference to a thing (including a right or power) includes a part of that thing;
- (j) references to agreement, approval and consent are references to those things in writing;
- (k) reference to a time and date in connection with the performance of an obligation by a party is a reference to the time and date in Perth, Western Australia, notwithstanding the obligation is to be performed elsewhere; and
- (l) where, by virtue of the provisions of this Agreement, the day on or by which any act, matter or thing is to be done is a Saturday, a Sunday or a public holiday in the place in which the act, matter or thing is to be done, then that act, matter or thing will be done on the next succeeding day which is not a Saturday, a Sunday or a public holiday.

**2. TERM**

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This Agreement commences on the Commencement Date and continues indefinitely until terminated under clause 17 (**Term**).

**3. CONTENT OF ADVERTISEMENTS**

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- (a) The Advertiser acknowledges any Proposed Advertisement or Advertisement must not contain:
- (i) violence or depictions of violence (including graphical or animated violence);
  - (ii) threatening or bullying, or pictures that have the effect of teasing or bullying someone else;
  - (iii) content in breach of any Law or of any Advertising Policy;
  - (iv) sexual violence, depictions of sexual violence, or graphical or animated sexual violence;
  - (v) nudity or partial nudity, whether or not the Advertiser has permission from the person or persons pictured;
  - (vi) signs, gestures or actions (including signs, gestures or actions which are depicted through emoticons, videos, sounds, or animated "GIFs") that are discriminatory, racially vilifying, intimidating, inciteful, hateful, vulgar, obscene, pornographic or sexually suggestive;
  - (vii) profanity, abusive or aggressive language, whether in English or in any other language;
  - (viii) personal details, including full names, addresses, phone numbers or email addresses, whether they are the Advertiser's personal details or somebody else's;
  - (ix) confidential information of any other person, such as credit card details or account information, whether they are the Advertiser's own confidential information or somebody else's;
  - (x) misleading or deceptive content, or content which is likely to mislead or deceive; or
  - (xi) any website links or URLs that show content which would contravene this Agreement if posted on the Platform.
- (b) The Advertiser acknowledges and agrees a breach of clause 3(a) will be a material breach of this Agreement and, in such circumstances and without limiting its other rights under this Agreement, the Company may cancel the Advertisement (to the extent it is already being hosted on the Platform) and/or terminate this Agreement.

**4. APPROVAL OF ADVERTISEMENTS**

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- (a) The Advertiser may, at its discretion from time to time during the Term when using the Business Platform, submit details of any advertisement which it intends to have hosted on the Platform ("**Proposed Advertisement**") for pre-approval to the Company.
- (b) The Advertiser is responsible for maintaining the security of its account on the Business

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Platform and will be responsible for (and must make payment of) any Proposed Advertisements should they be approved by the Company and be hosted as Advertisements on the Platform.

- (c) The details of any Proposed Advertisement (including the applicable Advertisement Term and the Advertising Fee) must be specified by the Advertiser where indicated on the Business Platform.
- (d) Any Proposed Advertisement must first be approved by the Company before it will be hosted on the Platform.
- (e) The Advertiser acknowledges that the Company reserves the right to, in its sole and absolute discretion, reject a Proposed Advertisement by notifying the Advertiser on the Business Platform. In such circumstances, the Proposed Advertisement will not be posted on the Platform and the Company will, if applicable, use reasonable endeavours to refund any Advertisement Fee paid by the Advertiser in respect of the rejected Proposed Advertisement in a timely manner.
- (f) The Company may, at its discretion, provide the Advertiser with a detailed description of any issues in relation to a Proposed Advertisement and may allow the Advertiser a reasonable opportunity to rectify such issues.
- (g) If the Company rejects a Proposed Advertisement and the Advertiser is unable or unwilling to cure any issues specified by the Company, the placement and hosting of the Proposed Advertisement specified will be deemed to have been cancelled.
- (h) If a Proposed Advertisement is accepted by the Company, it will notify the Advertiser on the Business Platform of such fact.
- (i) The Advertiser acknowledges and agrees that, subject to clause 5(b), any approved Proposed Advertisement will not be uploaded and released onto the Platform until payment of the applicable Advertising Fee (as specified in the relevant Schedule) has been made in the manner specified in the relevant Schedule.
- (j) The Company will determine the size, placement and positioning of any Advertisements on the Platform.

## **5. ADVERTISING FEE**

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- (a) In consideration for the Company hosting an Advertisement on the Platform, the Advertiser agrees to pay the Company the relevant Advertising Fee as specified on the Business Platform when the Advertiser submitted the Proposed Advertisement. The Advertising Fee payable will vary depending on the selections made by the Advertiser on the Business Platform in respect of the Advertisement.
- (b) The Company may (but is not obliged to) allow Advertisers to set up a Direct Debit Arrangement for payment of any Advertisements which are hosted on the Platform. Where the Advertiser requests to set up a Direct Debit Arrangement and the Company agrees to, the Advertiser acknowledges and agrees it will be bound by the Direct Debit Terms.
- (c) The Advertiser acknowledges and agrees the Company may obtain personal and/or business credit information about the Advertiser from a credit bureau, either when the Advertiser submits a Proposed Advertisement or requests to set up a Direct Debit Arrangement.
- (d) Advertising Fees must be paid:

- (i) where the Advertiser has requested and been approved by the Company for a Direct Debit Arrangement, in accordance with the Direct Debit Terms and the dates and times specified by the Company on the Business Platform; or
- (ii) in all other circumstances, by electronic transfer into the Company's Account (as displayed on the Business Platform),

or as the Company otherwise directs on the Business Platform from time to time prior to the relevant Advertisement being uploaded and released onto the Platform.

- (e) The Advertiser may cancel any Proposed Advertisement or Advertisement at any time on the Business Platform or by written notice to the Company. Where the Advertiser does this (or where this Agreement is terminated), the Company will take all reasonable steps to have the Proposed Advertisement promptly cancelled or the Advertisement removed from the Platform (as applicable), however the Advertiser acknowledges in such circumstances:
  - (i) the Advertisement may continue to run on the Platform for up to 24 hours after notification; and
  - (ii) the Advertiser will be required to pay for any Advertisements hosted on the Platform after the notification in accordance with the applicable Advertisement Fee.
- (f) If the Advertiser fails to pay any amount due and payable in respect of any Advertisement, the Company may take such steps it considers necessary to collect the overdue amounts from the Advertiser. The Advertiser must indemnify the Company for any expenses the Company incurs in taking action under this clause 5(f), including the Company's legal costs on a full indemnity basis.
- (g) Interest will be payable on any overdue amounts under this Agreement at a rate of 5% per annum, calculated daily.

## 6. PLATFORM METRICS

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- (a) The Company will provide to the Advertiser, on a monthly basis, accurate information (in the form of a performance report) with respect to the performance of any Advertisement currently listed on the Platform.
- (b) The Advertiser acknowledges:
  - (i) the Company cannot guarantee the Advertisements will always reach the intended target or achieve the outcome desired or selected by the Advertiser;
  - (ii) the Company makes no guarantee as to the reach or performance of any Advertisement;
  - (iii) the Company may not be able to control who interacts with the Advertisements and, whilst the Company will take all reasonable endeavours to prevent fraudulent activity (such as "click fraud"), the Company cannot guarantee any such activity will not occur on the Advertisements; and
  - (iv) from time to time an Advertisement or all or part of the Platform or the Business Platform may be offline to allow the Company to perform any testing or maintenance it considers necessary to improve the long term performance of the Platform or the Business Platform.

The Advertiser agrees it will not take any action against the Company in any such

circumstances.

## **7. NON-EXCLUSIVITY**

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The Advertiser agrees and acknowledges that, before, during and after the Term, the Company may (without recourse to the Advertiser):

- (a) host other advertisements (in addition to the Proposed Advertisement or Advertisement) on the Platform generally; and
- (b) from time to time, host advertisements from businesses that are in the same industry or offer similar goods and/or services as the Advertiser (or any partner of the Advertiser).

## **8. WARRANTIES**

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The Advertiser represents and warrants to the Company on the Commencement Date and on an ongoing basis that (to the extent applicable to it):

- (a) it is duly incorporated and validly exists under the laws of its place of incorporation;
- (b) no Insolvency Event has occurred in relation to it;
- (c) the execution and delivery of this Agreement by it has been properly authorised by all necessary corporate action;
- (d) it has full power and lawful authority to execute and deliver this Agreement and to consummate and perform or cause to be performed its obligations under this Agreement;
- (e) this Agreement (including, if applicable, the Direct Debit Terms) constitutes a legal, valid and binding obligation upon it, enforceable in accordance with its terms by appropriate legal remedy;
- (f) neither it nor its Representatives will infringe the Intellectual Property Rights or any other rights of any third party by entering into this Agreement or acting under this Agreement (including through any Proposed Advertisements or Advertisements);
- (g) it will submit any Proposed Advertisements and Advertisements:
  - (i) in a proper and professional manner, with the level of skill, care and diligence to a standard equivalent to the standards and performance exhibited by a person performing services similar to the Advertiser;
  - (ii) in a way which is not misleading or deceptive; and
  - (iii) in compliance with all applicable Laws;
- (h) it has had adequate opportunity to obtain competent legal and other professional advice concerning the terms and effect of this Agreement;
- (i) it understands the legal significance and effect of entering into this Agreement and has obtained (or has had the opportunity to obtain) independent legal advice in relation to these matters;
- (j) it has not been induced to enter into this Agreement by any promise, representation, improper pressure, coercion or undue influence;
- (k) it is aware the Company is relying on the warranties in this clause 8;

- (l) it considers the terms of this Agreement are fair in all the circumstances;
- (m) it enters into this Agreement voluntarily and without duress; and
- (n) the terms of this Agreement are binding upon it.

## **9. INDEMNITY**

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The Advertiser will be liable for and must indemnify the Company, its Related Bodies Corporate and any of their Representatives against any Claim brought against the Company as a direct or indirect result of any of the following:

- (a) any negligence or other wrongful act or omission of the Advertiser or any person for whose acts or omissions the Advertiser is liable (including its Representatives) insofar as it relates to the matters the subject of this Agreement;
- (b) any alleged breach of any Intellectual Property Rights contained in a Proposed Advertisement or an Advertisement; and/or
- (c) any breach of this Agreement by the Advertiser.

## **10. PROPRIETARY RIGHTS**

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- (a) The Advertiser acknowledges that the Company owns the Platform and all material and content contained in it.
- (b) Nothing herein grants the Advertiser any right, title or licence in the Company's Intellectual Property Rights and the Advertiser agrees not to directly or indirectly make any such claim.
- (c) To allow the Company to host the Advertiser's Advertisements on the Platform, the Advertiser grants to the Company a worldwide, perpetual, non-exclusive, sub-licensable, transferable, licence-fee free and royalty free licence to set-up and display Advertisements (including any identifying marks contained therein) on the Platform pursuant to the terms of this Agreement. The Advertiser acknowledges upon an Advertisement ceasing to be hosted on the Platform, the Content comprising the Advertisement may nonetheless be retained by the Company for its records and in order to improve the Company's advertising services.
- (d) Other than as contemplated in this Agreement, neither party may publish or use any trademark, logo or other identifying mark of the other party in any advertisement, sales promotion, press release or other publicity and marketing material without the other party's prior written consent.

## **11. CONFIDENTIALITY**

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- (a) Subject to clause 11(e), the Advertiser agrees, in respect of the Company's Confidential Information which the Advertiser may have access to from time to time in connection with the matters the subject of this Agreement or otherwise:
  - (i) the Confidential Information is strictly confidential;
  - (ii) it must not disclose or publish and must use their best endeavours and take all necessary or desirable measures to prevent the disclosure or publication of the Confidential Information to any third party;
  - (iii) it must immediately notify the Company of any infringement, misuse or

misappropriation of the Confidential Information of which they may become aware of;

- (iv) the Confidential Information and all information relating to the Confidential Information must be stored in a place which is safe and secure; and
  - (v) the Confidential Information will at all times remain the sole, absolute and exclusive property of the Company. Nothing in this Agreement constitutes the grant of any right, title or interest of any kind in or relating to the Company's Confidential Information and the Advertiser must not make any claim to any such right, title or interest.
- (b) The Advertiser must not make any use of the Company's Confidential Information or any part of it to the competitive disadvantage of the Company or in a manner otherwise adverse to the business interests of the Company.
- (c) Notwithstanding any clause in this Agreement, the Advertiser acknowledges and agrees that any analytics, reports, analyses, data compilations and any other data and information that relate to the Platform or User web traffic, online flow or activity in connection with any Advertisement constitutes Confidential Information that will be the property of the Company and which the Company may disclose, use and exploit for any business purpose in its sole discretion.
- (d) Subject to clause 11(e), the Advertiser must not disclose any of the Company's Confidential Information to any person, other than:
- (i) its professional advisers in relation to their rights under and performance of the terms of this Agreement;
  - (ii) its respective officers, employees, agents or contractors for the sole purpose of complying with this Agreement; or
  - (iii) with the prior written consent of the Company.
- (e) The Advertiser may disclose Confidential Information of the other party to the extent disclosure is required:
- (i) by Law;
  - (ii) to enforce this Agreement; or
  - (iii) to give effect to the terms of this Agreement.
- (f) For the avoidance of doubt, it will not be a breach by the Advertiser of this clause 11 to disclose Confidential Information which:
- (i) is publicly available or has previously been disclosed as at the date of this Agreement; or
  - (ii) becomes publicly available subsequent to the date of this Agreement in the absence of a breach of confidentiality.
- (a) The Advertiser acknowledges a breach by its of this clause 11 may cause the Company irreparable damage for which monetary damages would not be an adequate remedy. Accordingly, in addition to other remedies which may be available, the Company may seek and obtain injunctive relief or other urgent interlocutory relief against such a breach or threatened or suspected breach.

- (b) The Advertiser undertakes to, immediately following termination of this Agreement (or, if requested at any other time by the Company, within 7 days of the request) return, or at the option of the Company, destroy and certify the destruction of, all documents and other materials (including copies) provided directly or indirectly to the party relating to or containing the Company's Confidential Information.

## 12. NON-DISPARAGEMENT

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- (a) Each party shall not in any way criticise, disparage or comment adversely on another party and will ensure (to the extent applicable) any prior criticism, disparagement or adverse comment is not repeated or publicised in any form.
- (b) Each party acknowledges and agrees the other party may (without limiting its rights under this Agreement) seek and obtain injunctive relief or other urgent interlocutory relief against a breach or threatened or suspected breach of this clause 12 by a party.

## 13. GST

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- (a) In this clause 13:
- (i) **GST Amount** means any Payment multiplied by the applicable rate at which the GST is levied;
  - (ii) **Input Tax Credit, Tax Invoice and Taxable Supply** have the meanings given to those expressions in the GST Act; and
  - (iii) **Payment** means any amount payable under or in connection with this Agreement including any amount payable by way of indemnity, reimbursement or otherwise and includes the provision of any non-monetary consideration.
- (b) The parties agree:
- (i) any Payment made in connection with this Agreement has been calculated exclusive of GST;
  - (ii) if any Payment is consideration for a Taxable Supply for which the supplier is liable to GST, the recipient must pay the GST Amount to the supplier, concurrently with the relevant Payment unless otherwise agreed in writing;
  - (iii) any reference to a cost or expense in this Agreement excludes any amount of GST forming part of the cost or expense when the relevant party incurring the cost or expense can claim an Input Tax Credit; and
  - (iv) the supplier will provide to the recipient a Tax Invoice for each supply.

## 14. RELATIONSHIP OF PARTIES

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- (a) Nothing in this Agreement establishes a partnership, a joint venture, or the relationship of principal and agent between the parties and neither party has authority or power to bind or incur any obligation on the other party in any way.
- (b) Neither party will engage in any conduct or make any representation which may suggest to any person it is for any purposes, the agent of the other party.

## 15. ASSIGNMENT

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- (a) The Company may, by Notice to the Advertiser, assign all or any of its rights under this

Agreement to any person.

- (b) The Advertiser must not assign or subcontract any of its rights or obligations under this Agreement to any person without the Company's consent which may be withheld at the absolute discretion of the Company.

## **16. NOTICES**

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### **16.1. Method of giving Notices**

A notice, consent, approval or other communication (each a **Notice**) under this Agreement must be signed by or on behalf of the party giving it, addressed to the party to whom it is to be given and:

- (a) delivered to the party's address;
- (b) sent by pre-paid mail to the party's address; or
- (c) sent by e-mail to the party's e-mail address.

For the avoidance of doubt, where the Company is required to give Notice to the Advertiser, the Company may in its discretion elect to do so through the Business Platform.

### **16.2. Time of receipt**

A Notice given to a party in accordance with clause 16.1 is deemed to have been received:

- (a) if delivered to a party's address, on the day of delivery if a Business Day, otherwise on the next following Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting;
- (c) if sent by email, at the time shown in the delivery confirmation report generated by the sender's email system which indicates the email was sent to the recipient's email address; and
- (d) if given by the Company to the Advertiser on the Business Platform on a Business Day, on that day, otherwise on the next following Business Day.

### **16.3. Address of Parties**

For the purposes of this clause 16:

- (a) the address and contact details of the Company are as follows:

Address: L1, 1109 Hay St, West Perth WA 6019  
E-mail: contact@thelittapp.com  
Attention: Sales Department; and

- (b) the address and contact details of the Advertiser the details linked to the Advertiser's account on the Business Platform.

subject to a party notifying the other party of a change to the address and/or contact details in accordance with this clause 16.

## **17. TERMINATION**

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### **17.1. Ability to terminate**

A party (**Non-Defaulting Party**) may terminate this Agreement immediately by Notice to the other party (**Defaulting Party**) if:

- (a) the Defaulting Party commits a material breach of its obligations under this Agreement and either:
  - (i) the breach is not remedied within 7 days after a written Notice of default is given to the Non-Defaulting Party; or
  - (ii) the breach is not capable of remedy; or
- (b) the Defaulting Party suffers an Insolvency Event.

**17.2. No prejudice**

Termination of this Agreement by the Non-Defaulting Party will not prejudice any other rights or remedies which the Non-Defaulting Party has against the Defaulting Party.

**17.3. Additional right to terminate for convenience**

Without limiting clause 17.1:

- (a) the Company may terminate this Agreement immediately without cause at any time by providing the Advertiser with written notice; and
- (b) the Advertiser may terminate this Agreement without cause by providing the Company with 7 days' prior written notice.

**17.4. Survival**

Clauses 5(c), 5(d), 5(f), 5(g), 6(b), 7, 8, 9, 10, 11, 12, 14, 16, 17, 18 and 19 and the obligations those clauses impose upon the parties will survive the termination of this Agreement.

**17.5. Following termination**

Upon termination or expiration of this Agreement, the Company will promptly deactivate any Advertisements on the Platform. The Advertiser acknowledges and agrees clause 5(e) may apply in such circumstances.

**18. DISPUTE RESOLUTION**

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18.1. If a party has a dispute in relation to this Agreement (**Dispute**), that party must:

- (a) provide a Notice to the other party setting out details of the Dispute (**Notification of Dispute**);
- (b) co-operate with the other party's authorised representative to resolve the Dispute.

18.2. Within 30 days of a party receiving a Notification of Dispute, each party must agree to use best endeavours to attempt to resolve the Dispute by negotiation.

18.3. If the Dispute is not satisfactorily resolved by negotiation between the parties after the 60 day period referred to in clause 18.2 above (or, where both parties agree to a longer period, that longer period), the Dispute will be referred to mediation in accordance with the ADC Guidelines for Commercial Mediation published by the Australian Disputes Centre (**ADC**) in force at the time to a mediator agreed upon by both parties, or if such agreement cannot be reached, a mediator appointed by the ADC.

- 18.4. Both parties must use best efforts to make use of the mediation process to resolve the Dispute and mediation will continue until:
- (a) the Dispute is resolved; or
  - (b) a determination by the mediator that the Dispute is unlikely to be resolved through mediation.
- 18.5. Each party shall bear its own costs in relation to the resolution of the Dispute. The costs of the mediation in accordance with clause 18.3 above will be borne equally between both parties.
- 18.6. During the Dispute, this Agreement will remain in full force and effect and the parties must continue to perform their obligations hereunder.
- 18.7. Neither party may commence any arbitration or court proceedings without first complying with this clause 18. However, nothing in this clause 18 denies the Company the right to seek urgent interlocutory relief (including an injunction) from an appropriate court in relation to any Dispute arising under this Agreement (including pursuant to clause 11).

## **19. GENERAL PROVISIONS**

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### **19.1. Entire agreement**

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes and replaces all previous contracts, arrangements and understandings between them relating to its subject matter.

### **19.2. Amendment**

The Company may change or update this Agreement from time to time. The Company will notify the Advertiser on the Business Platform when this occurs. The Advertiser's continued use of the Business Platform and/or submission of any Proposed Advertisement following any changes or updates to this Agreement constitutes acceptance of those changes or updates.

### **19.3. No waiver**

- (a) A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- (b) A waiver by a party of a power or right which it has under this Agreement does not constitute a waiver of any other power or right, nor does it operate as a future waiver of that or any other power or right.
- (c) Failure to exercise, or any delay in exercising, any right, power or remedy by a party does not operate as a waiver.

### **19.4. Further assurances**

Each party must:

- (a) do, sign, execute and deliver; and
- (b) where applicable, ensure each of its Representatives does, signs, executes and delivers,

all documents, instruments and acts reasonably required of it or them by notice from the other party effectively to carry out and give full effect to this Agreement and the rights and obligations of the parties under it.

**19.5. Severance**

Any provision in this Agreement which is invalid or unenforceable in any jurisdiction is:

(a) to be read down for the purposes of the jurisdiction, if possible, so as to be valid and enforceable; or

(b) otherwise severed to the extent of the invalidity or unenforceability,

without affecting the validity or enforceability of the provision in any other jurisdiction.

**19.6. Costs**

Each party must pay its own costs for the performance of any action by the party under this Agreement.

**19.7. Governing law and jurisdiction**

This Agreement is governed by the laws of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

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**SCHEDULE 1 – DIRECT DEBIT TERMS**

By providing your payment method details to the Company, you accept and understands that these terms and conditions (**Direct Debit Terms**) apply to your requested and authorised payment arrangement (**Direct Debit Arrangement**) and you authorise your financial institution or any other payment service provider and LITT Global Pty Ltd (the **Company**) to arrange for funds to be debited from your relevant account in payment of amounts you owe to the Company from time to time (unless and until you or the Company cancel the Direct Debit Arrangement).

You should contact your financial institution or any other payment service provider if you are uncertain about providing your payment authority to the Company.

**Item A: Direct Debit Terms****Terms and conditions**

1. The Company is authorised to use your nominated payment method to arrange the payment of amounts due and payable to the Company by you until your Direct Debit Arrangement is cancelled or terminated in accordance with these Direct Debit Terms.
2. Your authorised payment method details will be securely stored by the Company, and may be used by the Company, in accordance with the Company's Stored Payment Terms set out in Item B below.
3. Where you have more than one work stream running on the Platform which requires payment by you, your Direct Debit Arrangement is available and able to be used by the Company to arrange payment of all work streams.
4. If your Direct Debit arrangement relies on a credit card or debit card, it can only be a Visa or MasterCard credit card or debit card (as applicable) and you authorise the Company to request payment from your nominated card account, using your current card and any replacement or substitute of that card from time to time. If your credit card or debit card has reached its expiry date, you must provide the Company with new card details at least three business days prior to when your next payment to the Company is due.
5. No processing fee will be charged for your Direct Debit Arrangement.
6. Bank transaction fees and Government taxes may apply to your Direct Debit Arrangement.
7. Payment obligations falling on a non-business day will be processed using the Direct Debit Arrangement on the next business day. If you are uncertain as to when a debit will be processed by your financial institution or any other payment service provider, you should contact the financial institution or other payment service provider directly.
8. If your account on the Platform or Business Platform has an overdue amount prior to the Direct Debit Arrangement commencing, you authorise the Company to debit this amount using the Direct Debit Arrangement.
9. If sufficient funds are not available in your nominated payment method account at the time of processing a payment, a dishonour fee may be charged by both your financial institution or payment

service provider and the Company to cover reasonable administrative and processing costs. It is your responsibility to ensure you have sufficient funds available in your nominated payment method account by the due date for the payment of any amount payable to the Company.

10. The Company may terminate your Direct Debit Arrangement if two consecutive payments are refused by your financial institution or any other payment service provider. You must then pay any amounts owing to the Company using another payment method available to you and accepted by the Company.
11. If you wish to change your Direct Debit Arrangement (including your payment details), you must provide the Company with a new Direct Debit Arrangement at least three business days prior to when your next payment to the Company is due.
12. To cancel or terminate your Direct Debit Arrangement you must notify either the Company or your financial institution or any other payment service provider, at least three business days prior to when your next payment to the Company is due. If you cancel your Direct Debit Arrangement, or a specific payment under the Direct Debit Arrangement, by notifying your financial institution or payment service provider, you must use your best endeavours to notify the Company as soon as practicable after the cancellation.
13. If you request the Company to cancel your Direct Debit Arrangement and do not provide the Company with a new Direct Debit Arrangement, the Company will terminate your Direct Debit Arrangement within three Business Days of being notified of your cancellation request.
14. If you are no longer undertaking any work streams on the Platform, a final bill will be sent to you and the amount due will be debited using your Direct Debit Arrangement.
15. The Company may vary these Direct Debit Terms at any time in its sole discretion on not less than 14 days' prior notice which will be given to you on the Platform or Business Platform.
16. The Company reserves the right, at any time, to withdraw this payment arrangement or stop or change a Direct Debit Arrangement with 14 days' prior notice which will be given to you on the Platform or Business Platform. If the Company ceases to trade, all Direct Debit Arrangements will be cancelled immediately and both you and your financial institution or payment service provider will be notified.
17. You should check your account statements from your financial institution or any other payment service provider. Please contact the Company at [contact@thelittapp.com](mailto:contact@thelittapp.com) for assistance or if you have a dispute about any payment or arrangement details. The Company will investigate the dispute and provide our response within 20 business days. You may also raise your dispute with your financial institution or payment service provider.

### **Privacy**

18. The personal information collected by the Company under these Direct Debit Terms is required to set up your Direct Debit Arrangement. Failure to provide the information will mean the Company is unable to complete your request to set up your Direct Debit Arrangement.

19. Details of your Direct Debit Arrangement, including your Direct Debit Arrangement details (which are tokenised in the case of credit and debit cards), may be used in connection with your payment for services the Company provides to you.
20. Your personal information will be handled in accordance with the Company's Privacy Policy or otherwise as required or authorised by law, or as consented to by you. All Direct Debit Arrangement details will be held securely by the Company and handled in accordance with the Company's Privacy Policy and can be accessed at <https://home.thelittapp.com/privacy-notice/>

#### **Item B: Stored Payment Terms**

You agree to allow the Company to use, disclose and store any of your details collected by the Company under these Direct Debit Terms in accordance with the Company's Stored Payment Terms below.

21. You agree and acknowledge the Company may collect, use and disclose the Payment Methods (defined below) which you provide to the Company in accordance with these Stored Payment Terms.
22. The Company may collect payment details (including but not limited to the details of any bank account, credit card, debit card or email address associated with any payment account) (**Payment Methods**) from you when you make a payment to the Company or request a refund using a Company accepted payment option (**Payment Option**).
23. You agree any Payment Method you provide to the Company will be available to the Company to use in accordance with your authorisation and the Company's Privacy Policy.
24. The relevant Payment Method (which is tokenised in the case of credit and debit card details) and the Payment Option (including any standing authority) used to make a payment to the Company are stored by the Company (**Stored Payment Methods**).
25. All Stored Payment Methods will be held securely by the Company and, if required, stored by the Company in accordance with any applicable laws.
26. Stored Payment Methods can be used by the Company and you to make any payments to the Company using any Payment Option authorised by you.
27. The Company will continue to use your Stored Payment Methods for payments authorised by you until you advise us of any change to those Stored Payment Methods or your Direct Debit Arrangement with the Company is terminated in accordance with the Direct Debit Terms.
28. If your payment method is a credit card or debit card, you authorise the Company to request payment from your nominated card account, using your current card and any replacement or substitute of that card from time to time. If your credit card or debit card has reached its expiry date, you must provide the Company with new card details at least three business days prior to when your next payment to the Company is due.
29. The Company reserves the right to charge a payment processing fee for the use of a particular Payment Option. Bank transaction fees and Government taxes may also apply.

30. Any credit or refund made to you by the Company may be refunded using your Stored Payment Methods.
31. Your Stored Payment Methods, including details of your current Payment Options, may also be used in connection with any services the Company provides to you.
32. Any Stored Payment Methods will not be disclosed to any third party, except in accordance with these Stored Payment Terms.
33. Stored Payment Methods used to make a payment, credit or refund will be disclosed by the Company to relevant financial institutions and payment service providers for the purposes of:
  - (a) facilitating that payment, credit or refund; and
  - (b) complying with applicable laws.
34. Stored Payment Methods may be disclosed to people and organisations that help the Company with its business, such as payment service providers, professional advisors, IT support, and corporate and administrative services such as mercantile agents (including debt collectors) and debt buyers. The Company will only do this where it is necessary to disclose that information in order for those services to be provided to the Company.
35. Stored Payment Methods may also be disclosed by the Company to comply with any applicable law.
36. When requested by the Company, you agree to provide to the Company information (including but not limited to certified identification documents, bank statements and other documents) in order for the Company to:
  - (a) verify (or further verify) your identity;
  - (b) verify information in connection with a bank account used to make a payment;
  - (c) verify information in connection with a non-bank account Payment Option used to make a payment; and
  - (d) verify where any payment to the Company originated.
37. The Company may confirm directly with the financial institutions and payment service providers that supplied the Payment Option used by you to make a payment, that the Payment Method provided by you is valid and correct.
38. Until the Company is satisfied the verification information provided above is true, accurate and complete, the Company reserves the right to refuse any payments, and refund any payment at its discretion should it deem any payment to be (or likely to be) unauthorised or made by a person other than you.

39. The Company may refuse to accept a payment made using any Payment Option in its absolute discretion including, but not limited to, circumstances where the relevant Payment Option has been dishonoured in connection with a previous payment.
40. If you wish to add new Payment Methods which have not yet been used to make a payment and are not currently stored by the Company, you can provide new Payment Methods to the Company on the Business Platform or by contacting the Company directly.
41. You may change or remove any of your Stored Payment Methods at any time.
42. If you wish to change or remove any of your Stored Payment Methods you must notify the Company on the Business Platform or by contacting the Company directly.
43. Any future payments that are yet to be processed using your Stored Payment Method may be cancelled upon the removal of the Stored Payment Method.
44. The Company may vary these Stored Payment Terms at any time. If the Company varies these Stored Payment Terms, the Company will provide you with notice of the change as soon as practicable on the Platform or Business Platform, which may be after the variation takes effect.