

**Fremium Data Access [Agency Recovery Monitor]
User Terms and Conditions**

The [**Fremium Data Access** [Agency Recovery Monitor] (**Service**) is owned and operated by Resurg Group Pty Ltd ABN: 84 164 629 467 of Level 5, Suite 510/11-15 Deane Street Burwood New South Wales 2134 (**Resurg**). The Service comprises:

- (a) the basic service comprising information and facilities as notified by us from time to time (**Regular Service**); and
- (b) the premium service comprising premium information and facilities as notified by us from time to time (**Premium Service**).

Unless expressly stated otherwise, in these Terms a reference to the "Service" is a reference to both the Regular Service and the Premium Service. By accessing and/or using the Service and related services, you agree to these Terms and Conditions, (**Terms**). You should review these Terms carefully prior to using the Service.

In these Terms, the expressions "Resurg", "us", "we" and "our" means Resurg and our related bodies corporate. The expression "you", "your" and "User" means the registered user of the Service.

1. You must be a registered user to access the Service. When you register and activate your account, you will provide us with certain information including personal information. You must ensure that this information is accurate and current.
2. When you register and activate your account, we will provide you with a user name and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.
3. We agree to provide the Regular Service and/or the Premium Service to you as agreed between us from time to time.
4. In consideration of Resurg agreeing to provide the Premium Service to the User, the User agrees to:
 - (1) pay to Resurg the fees; and
 - (2) comply with the payment termsas set out on our website or as otherwise notified by Resurg to the User from time to time (**User Fee**).
5. Unless otherwise expressly stated, all fees and charges referred to in these Terms or otherwise payable by you in respect of the Service are exclusive of Goods and Service Tax (**GST**).
6. You (User) will continue to pay the User Fee and any applicable GST from the date Resurg first provides or makes the Premium Service available to you until the expiration of one month's written (including email) notice from you to Resurg requesting termination of the Premium Service.

7. You (User) warrant and represent that:
 - (1) you will comply with all applicable laws and regulations, including but not limited to privacy and data protection laws;
 - (2) you have all licences, authorisations, consents and approvals necessary in order to perform your obligations under these Terms;
 - (3) you will only use the Service for lawful purposes and otherwise in accordance with these Terms; and
 - (4) You have full legal capacity to enter into these Terms and have received all necessary authorisations and approvals to do so.
8. The User and Resurg will each retain ownership of its pre-existing intellectual property prior to the Service.
9. In these Terms, the expression “**Confidential Information**” means any information communicated by either party to the other party in the context of their business relationship (whether documented now or in the future or otherwise) and includes:
 - (1) any information relating to an identified or identifiable individual (including, without limitation, name, postal address, telephone number, date of birth, government identity card number, driver’s license number, or any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic or social identity, and whether confidential customer data or otherwise) provided by either party to the other (“**Personal Information**”);
 - (2) proprietary or trade secret information which is clearly labelled or designated in writing as confidential by the disclosing party; and
 - (3) the specific provisions of any agreements or arrangements between you and us.
10. Except with respect to Personal Information, Confidential Information does not include information that is generally known to the public, information received in good faith from a third party not subject to a confidential obligation to the source, or information that was independently developed by the recipient without the developing persons having access to the confidential information.
11. Except as provided in Clause 12 of these Terms, both Resurg and the User agree that it:
 - (1) will not disclose, nor permit any person to disclose, to any other person or entity any Confidential Information except to those of its directors, officers or employees with a strict need to know as part of their official duties or as may be required by law;
 - (2) will protect the other party’s Confidential Information with the same degree of care it uses to safeguard its own information of a similar character, provided that such degree of care shall not be less than a reasonable degree of care;
 - (3) will maintain and enforce secure data destruction procedures to protect the security and confidentiality of all information obtained through Confidential Information as it is being disposed;
 - (4) will immediately notify the other party in writing if it suspects, has reason to believe or confirms that any Confidential Information is or has been lost, stolen, compromised, misused or used, accessed or acquired in an

- unauthorized manner or by any unauthorized person, or for any purpose other than legitimate business reasons; and
- (5) will comply with all applicable privacy and data protection laws which may apply to the storage or transmission of any Confidential Information.
12. We agree that we will not disclose to any third party any of your specific data but you agree that we may use anonymised data provided to us by you for the purpose of benchmarking, providing industry analytics at an aggregated level and the provision of market intelligence.
13. Resurg shall be entitled to terminate or suspend provision the Service to you immediately by serving written (including email) notice on you in the following circumstances:
- (1) if you commit a material breach of any of your obligations under these Terms which is not capable of remedy; or
 - (2) if you commit a material breach of any of its obligations under these Terms which is not remedied 7 28 days after receipt of a notice from us specifying the breach, requiring its remedy and making clear that failure to remedy may result in termination; or
 - (3) if we cease making the Service generally available to clients.
14. Resurg will be liable for any delay or failure to provide the Service if such delay is due to an act of God, fire, flood, earthquake, explosion, accident, acts of the public enemy, terrorist acts, war, rebellion, insurrection, sabotage, epidemic, quarantine restriction, transportation embargo, change of law or strike.
15. We are not responsible to you for any loss or damage that may arise in respect of:
- (1) any permanent or temporary change in the time frames for delivery of the Service;
 - (2) the failure of any equipment or software including any browser or server software operated by a third party;
 - (3) a computer virus entering the User's system as a result of the Service; or
 - (4) any damage to equipment, hardware, programs or data, whether stored or used with the Service or otherwise, including the costs of repairing such equipment or hardware and the costs of recovering such programs or data.
16. To the extent permitted by law, other than to the extent expressly set out in these Terms, we make no representations or warranties either express or implied:
- (1) in relation to the quality, merchantability, performance or fitness for a particular purpose of the Services; or
 - (2) that the Service will meet the User's requirements;
17. To the extent permitted by law, we will not be liable for any loss, or failure to provide the Service, which is caused by an unexpected delay or which arises as a result of Resurg relying on any false, misleading or incomplete information or for any indirect or consequential losses.

18. These Terms and the provision of the Service are governed by the law of New South Wales.