

Terms and Conditions – PafGUIDE® subscribers

1. Waitaria Pty Ltd ABN 25 670 511 350 (Waitaria®) is a professional services company that supports not-for-profit organisations so that they can raise more money. The Complete Guide to Australia's Public and Private Ancillary (PafGUIDE®) is a unique information service developed and offered by Waitaria. This Agreement sets out the terms and conditions for those that subscribe to the PafGUIDE (Subscriber) and any bundled services.

2. Subject to payment of the subscription, Waitaria grants to the Subscriber non-exclusive transferable rights for individuals (Nominated User/s) using the PafGUIDE project for the period covered by the subscription solely to identify potential funding sources for the Subscriber's charitable activities (Approved Purpose).

3. The PafGUIDE is a continuing project. All intellectual property vested in PafGUIDE belongs to Waitaria. Waitaria may (but is not obliged to) update the information in the PafGUIDE from time to time.

4. The Subscriber acknowledges and agrees that title to and ownership of all intellectual property (including copyright) in the PafGUIDE, its contents, and any updates which may be provided to the Subscriber is vested in Waitaria. Nothing in this agreement is intended to vest any intellectual property rights in any material in the Subscriber.

5. The Subscriber also acknowledges and agrees that the information contained in the PafGUIDE comprises confidential information of Waitaria, excluding any information in the public domain or which enters the public domain other than as a result of any breach of this agreement.

6. The initial minimum commitment of a subscription to the PafGUIDE is twelve (12) months and begins on the date the Nominated User/s receive access to the PafGUIDE. Subscription fees may be paid annually (by invoice or credit card) or monthly (by credit

card only). Subscribers should note that paying monthly does not alter the initial minimum commitment.

7. Subscribers should be aware that subscriptions automatically renew for the PafGUIDE regardless of subscription type and payment method. Subscription fees are due the day before the subscription renewal date and will be automatically debited for subscribers paying by credit card. Subscribers paying by invoice should arrange payment with Waitaria before the renewal date. Any changes to subscriptions must be made at least 2 days prior to subscription renewal.

8. Changes to subscription or payment details may be made at any time but take effect as follows:

a) Downgrading your subscription from 6 users to 1 user will take effect on the renewal date of the current subscription.

b) Upgrading your subscription from 1 user to 6 users will take effect immediately and fees are charged on a pro-rata basis. This means subscribers pay for the additional usage for the remainder of their subscription period.

c) Changes to the payment frequency (Monthly to Annually, or Annually to Monthly) will take effect on the renewal date of the current subscription.

d) Changes to payment method (Credit Card to Invoice, or Invoice to Credit Card) will take effect on the renewal date of the current subscription. Subscribers should note that card details can be updated at any time to take effect immediately.

9. Subscriptions continue until cancelled by either party or by failure to pay the required subscription fee.

a) Waitaria may immediately and without further notice terminate access to the PafGUIDE if the Subscriber fails to make a subscription payment when due, becomes bankrupt, insolvent, or subject to external administration, fails to remedy to the satisfaction of Waitaria, or any breach of this agreement within seven (7) days' notice given to the Subscriber by Waitaria.

b) Subscribers may elect to cancel their subscription at any time and the cancellation will take effect at the end of the current subscription period.

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10. Access to the PafGUIDE is restricted to the Nominated User/s. Additional fees apply for access to the PafGUIDE by more than one Nominated User. The Subscriber can change the Nominated User/s because of change in role, change of personnel, or to provide access during a period of annual leave.

11. The Subscriber agrees:

- To use the PafGUIDE only for the Approved Purpose;
- To maintain the subscription for at least twelve months;
- To advise Waitaria within thirty days of any change of Nominated User/s, update to contact details for Nominated User/s, or any actual or suspected misuse or unauthorised disclosure of the PafGUIDE and its contents, any update, or any infringement or suspected infringement of the intellectual property rights of Waitaria by any person;
- NOT to provide access details to any person other than the Nominated User/s;
- NOT to copy or permit to be copied all or any part of the PafGUIDE, its contents, or any update by any means whether handwritten, electronic, or mechanical; except for reasonable single print use by the Subscriber;
- To provide any assistance reasonably necessary to Waitaria in relation to any legal action that Waitaria might take for unauthorised use, disclosure, or copying of all or any part of the PafGUIDE, its contents, any update, or any intellectual property;
- To be listed privately and publicly as an Waitaria client; and
- NOT to disclose, show, or lend all or any part of the PafGUIDE, its contents, or any update to any person other than an officer or employee of the Subscriber, or a professional adviser to the Subscriber, with a need to know that information provided that the Subscriber must procure that any person to whom information is disclosed keeps that information confidential and complies with this agreement as if that person were a party to it, except as required by law. To the extent that the Subscriber is required by law to disclose any information contained in the PafGUIDE, the Subscriber will give prior notice to Waitaria and take all steps reasonably necessary to preserve the confidentiality of the information to the maximum extent practicable.

12. Waitaria complies with all applicable privacy laws. Please see details of Waitaria Privacy Policy [here](#).

13. This Agreement does not create a relationship of employment, trust, agency, joint venturer or partnership between the parties to this Agreement or between any of the parties to this Agreement and the Recipient.

14. In the event of any dispute between any of the parties arising out or in connection with this Agreement, a senior representative of the party raising the dispute must send it in writing to the principal address of the other party involved in the dispute (dispute notice). The appropriate representatives will endeavour to resolve the dispute within two weeks of the dispute notice having been received by the other party. If the parties fail to resolve the dispute, the dispute will be subject to the exclusive jurisdiction of the courts of Queensland and any courts having appellate jurisdiction therefrom.

15. The laws of Queensland govern any dispute or matter arising in connection with this Agreement.

16. If it is discovered or suspected that access has been granted to other persons than the Nominated User/s, Waitaria may immediately and without further notice terminate access to the PafGUIDE.

17. If it is discovered or suspected that a user has scraped/copied/mined/saved or otherwise duplicated the data of the PAFGuide, Waitaria may immediately and without further notice terminate access to the PafGUIDE.

18. If it is discovered or suspected that an organisation with a subscription is a for profit entity or consultancy, Waitaria may immediately and without further notice terminate access to the PafGUIDE.

19. The Subscriber agrees and acknowledges that Waitaria has significantly invested in the research and production of the PafGUIDE and reserves the rights to take any

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available legal action (including seeking an injunction) in relation to any suspected, anticipated, or actual breaches of this agreement or its intellectual property rights.

20. The Subscriber may not assign all or any of its rights under this agreement. Waitaria may assign all or any of its rights under this agreement.

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