

TERMS AND CONDITIONS

The Client and Credit Sense agree as follows:

1. DEFINITIONS

- 1.1 “Account” means any use or service account (for example, a bank account, a service account with the Australian or a state government) and which is registered with the Service.
- 1.2 “Additional Services” are any Services offered by Credit Sense that are not included in the Client’s Plan, but are available to be purchased separately.
- 1.3 “Application” means a software application(s) specifically that receives, uses, displays and manipulates Customer Data supplied by Customers and is developed by or for Credit Sense and owned by Credit Sense or a Related Entity of Credit Sense and includes the functionality used by the Client to apply for a Subscription to the Services.
- 1.4 “Aggregated Data” means Customer Data and usage information that has been stripped of all personally identifiable information.
- 1.5 “Client”, “You”, “Your” is the entity that Subscribes to Credit Sense for a Service and is granted a Subscription by Credit Sense that is subject to these Terms and Conditions.
- 1.6 “Commencement Date” means the date the Client applies for a Subscription and Credit Sense provides the Client with written approval and access to the Application.
- 1.7 “Credit Sense”, “Us”, “We”, “Our” means Credit Sense Australia Pty Ltd ACN 163 577 768.
- 1.8 “Customer”, “End-User” or “User” means an individual consumer, small business, corporation or other Customer of the Client that registers for the Service.
- 1.9 “Customer Data” means a Customer’s Account information, Account access information and registration information and any other content as provided by Customers and/or retrieved by Credit Sense or its provider from a data source.
- 1.10 “Digital Data Capture” means a mechanism by which Customer Data can be captured from an online data source.
- 1.11 “Document Upload Service” means a Service provided by Credit Sense to the Client in some Plans using PDF Data Extraction where the Customer Data is captured from documents provided by the Client.
- 1.12 “End User Terms and Conditions” means the terms and conditions of Credit Sense to which Customers of the Client must agree to be able to access the Service.
- 1.13 “Fee” means the fee charged in Australian dollars by Credit Sense and payable by the Client for the Platform Commitment and Services as provided in the Plan and payable pursuant to clause 2.
- 1.14 “GST” means the tax imposed by the relevant statute being *A New Tax System (Goods and Services Tax) Act 1999*, and the related imposition Acts of the Commonwealth of Australia or any Acts imposed in substitution thereof.
- 1.15 “Intellectual Property Rights” means any intellectual property or proprietary rights, including but not limited to copyrights, moral rights, trademarks (trade names and service marks), patents (including patent applications) and trade secrets, recognised in any country or jurisdiction in the world.
- 1.16 “PDF Data Extraction” means a mechanism by which Customer Data can be captured from a data source that is not an online data source.
- 1.17 “Plan” means the service plan the Client has chosen which sets out the included Service(s), Fees and Term.
- 1.18 “Platform Commitment” is the Fee that will be charged and payable by the Client for the Term and at the rate provided in the Plan for access to the Application.
- 1.19 “Refresh Period” means the period of time the Customer has consented to and authorised Credit Sense to provide the Client with Refresh Services from when the Customer registers for the Service.
- 1.20 “Refresh Service” means a Service provided by Credit Sense to the Client in some Plans using Digital Data Capture where the Customer is not present but has provided their consent and authority when they personally registered for the Service for Credit Sense to provide the Client with Services containing updated Customer Data for a Refresh Period.
- 1.21 “Related Entity” has the same meaning as given to that term in the *Corporations Act 2001* (Cth) where the Services are provided in Australia or New Zealand, and otherwise refers to “affiliate” or “associate” or person with “beneficial ownership” where each of those terms are defined pursuant to the *Canadian Business Corporates Act* where the Services are provided in Canada.
- 1.22 “Relevant Jurisdiction” means the jurisdiction of the State of Queensland in Australia, and it is acknowledged that Australian law will apply to all payments and payment requirements including but not limited to, taxation law.
- 1.23 “Service(s)” means the applicable service(s) provided by Credit Sense as described in the Plan including the provision, operation and maintenance of the Application and hosting the Application (by Credit Sense or its Related Entity).
- 1.24 “Subscribe” is the act of the Client providing Credit Sense with complete and accurate application information and agreeing to receive the Service(s) in their chosen Plan and pay the specified Fee for those Service(s) for the Term.
- 1.25 “Subscription” refers to the Plan the Client has Subscribed to.
- 1.26 “Standard Service” means a Service provided by Credit Sense to the Client using Digital Data Capture where the Customer is present and personally registers for the Service.
- 1.27 “Text Messaging” means a Service provided by Credit Sense to the Client in some jurisdictions

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that enables the Client to use text messaging to engage Customers.

- 1.28 "Term" shall mean the term described in the Plan.

2. SERVICES AND FEES

- 2.1 In consideration of the payment of the Fee by the Client and subject to clauses 2.2-2.6, Credit Sense will provide access to the platform and the Services to the Client during the Term.
- 2.2 The Client agrees that the Fee will be automatically debited from its credit card facility when it becomes due and payable.
- 2.3 The Client agrees it will provide and maintain current credit card facility details with Credit Sense for the purpose of automatically paying Fees due and payable to Credit Sense.
- 2.4 If Credit Sense provides the Service, the Client agrees and accepts that it will be liable.
- 2.5 The Client agrees that the Fee will be payable and the Client will be charged pursuant to clause 2.2 and in accordance with the Plan and/or as agreed between the Client and Credit Sense from time to time in writing.
- 2.6 Subject to the relevant Plan, the Client will be considered to have used and be liable for a Fee for Service:
- (a) When the Client uses a Standard Service and:
 - (i) Credit Sense delivers a customised report on at least one (1) of the Customer's Account(s) to the Client; or,
 - (ii) In the case of a supporting documents only service, Credit Sense delivers at least one (1) of the supporting documents to the Client; or,
 - (b) When the Client uses a Refresh Service and Credit Sense delivers a customised report on at least one (1) the Customer's Account(s) to the Client; or,
 - (c) When the Client creates an application and uploads documents to that application through the Document Upload Service; or,
 - (d) When the Client uses a Text Messaging Service; or,
 - (e) When the Client requests and is provided any Additional Services offered by Credit Sense.

3. CUSTOMER AUTHORITY AND END USER AGREEMENTS

- 3.1 Credit Sense shall enter into an agreement with each Customer governing the relationship between Credit Sense and the Customer for the aspects of the Services applicable to the Customer which agreement is reached upon the Customer personally registering with the Service pursuant to clause 3.2.
- 3.2 For the purposes of this agreement, the Customer will personally register with the Service and thereby enter into an agreement with Credit Sense when the Customer submits their credentials to Credit Sense and in turn accepts Credit Sense's End User Terms and Conditions directly.

- 3.3 If the Services being supplied by Credit Sense to the Client include Refresh Services:

- (a) The Client may seek a Refresh Service during a Refresh Period.
- (b) The Client may seek a Standard Service during a Refresh Period by directing the Customer to use the Client's normal online procedure where the Customer registers with the Service personally. Seeking a Standard Service during a Refresh Period will have the effect of re-starting the Refresh Period for the Customer.
- (c) The Client acknowledges that the Services cannot be accessed as described in clause 3.3(a) for a Customer whose Refresh Period has expired.

- 3.4 The Client accepts responsibility and liability for identifying the Customer correctly and adhering to its privacy and any other statutory obligations.

- 3.5 The Client will not (and the Client will not enable or assist the Customer to):

- (a) use any robot, automatic device, or automated program, algorithm or methodology (or any equivalent) to access, use, complete, copy or monitor any Customer Account, the Application or Customer Data; or
- (b) Attempt to gain unauthorised access to the Application via any of the means set out at clause 3.5(a).

4. PROTECTED INFORMATION

- 4.1 Privacy Policy. Credit Sense's privacy policy shall govern the use of all Customer Data.

- 4.2 Permitted Uses of Customer Data. Credit Sense may use Customer Data:

- (a) to provide and improve the Services and as authorised by Customers;
- (b) to the extent permitted by law, use, sell, licence, distribute and disclose Aggregated Data;
- (c) to perform fraud screening, verify identities, and verify the information contained in Accounts;

- 4.3 The Client agrees to take all reasonable steps to comply with its statutory obligations to protect the Customer Data and/or Aggregated Data provided by Credit Sense to the Client from disclosure, misuse, interference, loss, unauthorised access or modification and that it will take appropriate steps in relation to requests to correct credit-related personal information required by Part IIIA of the Privacy Act 1988, the Regulations and the Privacy (Credit Reporting) Code 2014, Part 4 of the *Privacy Act 2020* and/or the *Personal Information Protection and Electronic Documents Act*. To this end, the Client agrees to allow an independent auditor to conduct an audit of its systems at the request and cost of Credit Sense at Credit Sense's absolute discretion. The audit will be conducted pursuant to the program provided at clause 12. If the Services being supplied by Credit Sense

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to the Client include Refresh Services, the Client further agrees to take all reasonable steps to notify the Customer of the Customer's ability to withdraw any authority for the Client to conduct Refresh Services and assist the Customer with any request to do so.

- 4.4 Credit Sense Obligations. Credit Sense agrees that it has and will maintain Customer Data policies and procedures that comply with applicable privacy and data security laws. In addition, Credit Sense and its Related Entities will be responsible for compliance with applicable laws associated with providing access to any Application to Customers and shall not store any Account access information after the period the Customer has consented and authorised Credit Sense to store their Account access information has expired.
- 4.5 Email Security: the Client agrees that Credit Sense may authenticate it via the email address or any email address provided in the Application. The Client represents to Credit Sense that the email address(es) it provides in the Application is secure, and is not used by any party other than the representative of the Client noted in the Application. The Client understands that any access to the email provided by a person other than that representative may give rise to access to Confidential Information, the Application, Customer Data or Aggregated Data.
- 4.6 Device Security: the Client agrees and warrants to Credit Sense that any device a representative of the Client uses to access the Application to authenticate themselves (by using the "remember me" option during an email authentication process, or any other method Credit Sense provides), the Client represents to Credit Sense that the device its representatives use is secure, and is not used by or accessible to any party other than the representative of the Client. The Client further agrees and represents to Credit Sense that it understands that any access to that device by someone other than the representative of the Client may give rise to access to Confidential Information, the Application, Customer Data or Aggregated Data.
- 4.7 Unauthorised Use: the Client or its representative(s) must immediately notify Credit Sense if it becomes aware that there has been unauthorised use or access to an email or device as referred to in clauses 4.5 or 4.6.

5. PROPRIETARY RIGHTS

- 5.1 Ownership by Credit Sense. The Client acknowledges and agrees that Credit Sense and/or a Related Entity of Credit Sense is the exclusive owner of and hereby retains all right, title and interest in and to:
- (a) the Application and the Services (including all right, title and interest in and to all patented or patentable aspects of the Application and Services, the HTML templates and all other text, data images, design, structure, graphic images, any audio, video and audiovisual material,

trademarks, and other materials provided by Credit Sense and/or a Related Entity of Credit Sense) including without limitation all Intellectual Property Rights.

- 5.2 Control by Credit Sense. The Client acknowledges and agrees that Credit Sense and/or a Related Entity of Credit Sense is the controller of and retains all right to control:
- (a) The Customer Data;
- (b) The Aggregated Data.
- 5.3 The non-transferable right to use the Customer Data and/or the Aggregated Data for the purposes of providing credit and/or credit services in the usual course of the Client's business to the Customer is granted by Credit Sense to the Client.
- 5.4 Trademarks. Each party (the "Using Party") agrees that, with respect to its use of the other party's or the other party's Related Entity (the "Owning Party") trademarks, marks and trade names ("Marks") provided or otherwise identified by the Owning Party for the Using Party's use:
- (a) as between the parties, all rights in and to such Marks are owned by the Owning Party;
- (b) the Using Party will do nothing inconsistent with such ownership;
- (c) all uses of such Marks shall inure to the sole benefit of and be on behalf of the Owning Party;
- (d) it will use the Owning Party's Marks in accordance with any guidelines for the use of such Marks as provided by the Owning Party from time to time;
- (e) it will not alter any such Marks and shall use only exact reproductions thereof as supplied by the Owning Party; and
- (f) at the Owning Party's reasonable request, all depictions of such Marks which the Using Party intends to use will be submitted to the Owning Party for approval of design, color, or other details. The Client consents to Credit Sense's use of its Marks for the purposes of implementing and maintaining the Services. Written consent shall be required from the Owning Party before a Using Party is entitled to use the Owning Party's Marks in any marketing or similar material.
- 5.5 No Other Licences. Except as specifically provided in this Agreement, Credit Sense does not grant to the Client any right or licence, express or implied, in the Intellectual Property Rights of Credit Sense or of any Related Entity of Credit Sense.
- 5.6 Restrictions. The Client shall not:
- (a) reverse engineer, disassemble, decompile or otherwise attempt to derive source code from the Credit Sense technology;
- (b) make the Credit Sense technology available to any third parties other than as expressly permitted in this Agreement;

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- (c) modify, adapt, translate or create derivative works based on the Credit Sense technology except as may be expressly permitted by this Agreement;
- (d) reproduce any portion of the Credit Sense technology except as expressly permitted in this Agreement; or
- (e) permit or authorise any party to do any of the foregoing.

6. CONFIDENTIALITY

- 6.1 Confidential Information. Each party (the "Receiving Party") acknowledges that by reason of its relationship to the other party (the "Disclosing Party") under this Agreement, the Receiving Party will have access to certain information and materials concerning the Disclosing Party's Intellectual Property, business, plans, technology, products and services that are confidential and of substantial value to the Disclosing Party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). The Receiving Party agrees that it shall not use in any way for its own benefit or the benefit of any third party, nor disclose to any third party, any such Confidential Information revealed to it by the Disclosing Party, except as expressly otherwise provided in this Agreement. The Receiving Party shall take every reasonable precaution to protect the confidentiality of Confidential Information.
- 6.2 Exclusions. Confidential Information does not include any information that the Receiving Party can demonstrate by written records:
- (a) was known to the Receiving Party prior to its disclosure hereunder by the Disclosing Party;
 - (b) is independently developed by the Receiving Party;
 - (c) is or becomes publicly known through no wrongful act of the Receiving Party;
 - (d) has been rightfully received from a third party whom the Receiving Party has reasonable grounds to believe is authorised to make such disclosure without restriction;
 - (e) has been approved for public release by the Disclosing Party's prior written authorisation;
 - (f) has been approved for release to third parties by the Disclosing Party's prior written consent; or
 - (g) must be produced or disclosed pursuant to applicable law, regulation or court order, provided that the Receiving Party provides prompt advance notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure.
- 6.3 Confidentiality of Terms of Agreement. Each party agrees that the terms and conditions and existence, of this Agreement shall be treated as the other's Confidential Information and that no reference to the terms and conditions or

existence of this Agreement may be made in any manner without the prior written consent of the other party or under the exclusions set out in clause 6.2.

7. DISCLAIMER

- 7.1 Disclaimer. Credit Sense makes no warranties of any kind, whether express, implied, statutory or otherwise, regarding the Services, and Credit Sense specifically disclaims any implied warranties of merchantability or fitness for a particular purpose. Credit Sense does not warrant that the Services will be uninterrupted or error-free.

8. INDEMNITIES

- 8.1 Mutual Indemnification. Each party (the "Indemnifying Party"), at its own expense, will defend or at its option settle, any claim, suit or proceeding brought against the other party (the "Indemnified Party") by a third party, and will pay any damages and costs awarded in any such suit or proceeding or agreed to in settlement thereof, if the suit or proceeding is based on:
- (a) a claim of infringement of any trade secret, copyright, patent, or trademark of any third-party to the extent attributable to any services, solutions, information or technology provided by the Indemnifying Party;
 - (b) any use, sale, licence, distribution or disclosure of Customer Data by the Indemnifying Party in violation of this Agreement;
 - (c) any material security breach resulting in a disclosure of Customer Data to an unauthorised third party, to the extent such breach results from the Indemnifying Party's failure to adhere to its security standards. Where disclosure has occurred despite appropriate security standards being adhered to by the Indemnifying Party, this clause shall not apply;
 - (d) the Indemnifying Party's failure to comply with all applicable laws, rules and regulations; or
 - (e) an incorrect display of Customer Account Data on the Service pages resulting from an error caused solely by the Indemnifying Party;
- provided that in each case the Indemnified Party provides the Indemnifying Party with:
- (i) prompt written notice of such claim;
 - (ii) exclusive control over the defense and settlement of such claim; and
 - (iii) proper and full information and assistance to settle or defend any such claim.

- 8.2 Notwithstanding the above, the Indemnifying Party assumes no liability for infringement claims that would not have arisen but for the combination of the Indemnifying Party's services, solutions, information or technology with services, solutions, information or

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technology not provided by the Indemnifying Party.

9. LIMITATION OF LIABILITY

- 9.1 No Consequential Damages. Except as otherwise specifically provided under this Agreement, in no event shall either party be liable to the other party or to any other entity for any lost profits, costs of cover, or other special, consequential, incidental or indirect damages, however caused, on any theory of liability.
- 9.2 The Client agrees that neither Credit Sense nor any Credit Sense service provider nor any of their Related Entities will be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if Credit Sense or its service provider(s) have been advised of the possibility of such damages, resulting from:
- (a) the use or the inability to use the Service;
 - (b) the cost of getting substitute goods and services;
 - (c) any products, data, information or services purchased or obtained or messages received or transactions entered into, through or from the Service;
 - (d) unauthorised access to or alteration of transmissions or data;
 - (e) statements or conduct of anyone on the Service;
 - (f) the use, inability to use, unauthorised use, performance or non-performance of any third party Account provider site, even if the provider has been advised previously of the possibility of such damages; or
 - (g) any other matter relating to the Service.

10. TERM AND TERMINATION

- 10.1 Term. The Term of this Agreement shall be for the period specified in the Plan, and
- (a) Upon expiry shall automatically renew for the period specified in the Plan;
 - (b) Unless terminated earlier pursuant to the provisions of clause 10.2.
- 10.2 Termination. This Agreement may be terminated under the following conditions:
- (a) The Client has the right to terminate this Agreement immediately if:
 - (i) they use the functionality in the Application to stop the automatic renewal at the expiry of the Term.
 - (b) Either party has the right to terminate this Agreement immediately if:
 - (i) the other party ceases to do business in the ordinary course or is or becomes insolvent, or is the subject of any liquidation or insolvency proceeding which is not dismissed within ninety (90) days, or makes any assignment for the benefit of creditors; or
 - (ii) the other party breaches any term of this Agreement and fails to rectify the

breach within 7 days of being notified in writing by the other party to do so.

Effect of Termination. Upon the expiration or termination of this Agreement:

- (a) If terminated under 10.2(a) above, the Platform Commitment Fees from the termination date to the end of the Term will become due and payable immediately;
- (b) Each party shall immediately pay to the other all amounts due;
- (c) Upon request, each party shall return to other party all Confidential Information received from such other party;
- (d) All licences granted under this Agreement shall cease unless expressly stated otherwise;
- (e) The Application will be removed from any Client website.

11. MISCELLANEOUS

- 11.1 Injunctive Relief. The parties acknowledge that the breach or threatened breach of clauses 5.4 and 6, or any infringement or misappropriation of either party's Intellectual Property Rights by the other party, would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, a party may seek immediate injunctive relief in the event of a breach or threatened breach of such sections by the other party or any of the other party's employees or subcontractors.
- 11.2 Assignment. The Client may not assign or delegate its rights and obligations under this Agreement, directly, indirectly, by operation of law or otherwise, without the written consent of Credit Sense, such consent must not be unreasonably withheld, delayed or conditioned.
- 11.3 Waiver and Amendment. No modification, amendment or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall operate as a waiver of any such right, power or remedy.
- 11.4 Jurisdiction. This Agreement shall be governed by the laws of the state of Queensland.
- 11.5 Notices. Any notice, notification, demand or request provided or permitted to be given under this Agreement must be in writing and will have been deemed to have been properly given, unless explicitly stated otherwise, if sent by (i) overnight courier (signature required), (ii) registered or certified mail, postage prepaid, return receipt requested, (iii) facsimile with receipt of a "Transmission OK" acknowledgment confirmation during normal business hours to the place of business of the recipient, or (iv) personal delivery with a signed receipt. In the case of delivery by facsimile the notice must be followed by a copy of the notice being delivered by a means provided in clauses (i), (ii) or (iv). All

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notices, notifications, demands or requests so given will be deemed given and received (A) if mailed, four (4) business days after being deposited in the mail, (B) if sent via overnight courier, the next business day after being deposited, (C) if facsimiled, the next business day after being sent by facsimile, and (D) if personally delivered, when delivered.

Contact details for notices to the Client are set out in the Application.

Contract details for notices to Credit Sense are:

For notices to Credit Sense:

JHK Legal
Level 5 / 307 Queen Street
Brisbane QLD 4000

For accounting to Credit Sense:

Credit Sense Australia Pty Ltd
GPO Box 3062
Brisbane QLD 4001
Email for invoices: ap@creditsense.com.au

- 11.6 Independent Contractors. The parties are independent contractors with respect to each other. Each party is not and shall not be deemed to be an employee, agent, partner, joint venturer, franchisee or legal representative of the other for any purpose and shall not have any right, power or authority to create any obligation or responsibility on behalf of the other.
- 11.7 No Unauthorised Representations. The Client shall not make any representation or statement of any kind concerning the Services without the prior written authorisation of Credit Sense.
- 11.8 Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement shall remain in full force and effect.
- 11.9 Force Majeure. Except with respect to obligations to make payments hereunder, neither party shall be deemed in default hereunder, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm or other natural disaster, act of God, labour controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict or the inability to obtain sufficient material, supplies, labor, transportation, power or other essential commodity or service required in the conduct of its business, including internet access, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment or decree.

11.10 Counterparts. This Agreement, and any amendment, may be executed and delivered in any number of counterparts, by facsimile, each of which, when so executed and delivered, will be deemed an original, and such counterparts together will constitute one and the same instrument.

11.11 Complete Understanding. This Agreement, including all Subscriptions and Plans, schedules and attachments constitutes the final, complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement, either written or oral.

11.12 Any Mention of GST In This Agreement. GST will be charged at the prescribed rate if required by A New Tax System (Goods and Services Tax) Act 1999, as amended from time to time or any Acts imposed in substitution thereof Any reference(s) to GST in this Agreement.

12. AUDITING PROGRAM

12.1 Background

The auditing program only applies to licensed credit providers providing financial services in Australia. Pursuant to the *Privacy (Credit Reporting) Code 2014* (Cth), and/or the *Personal Information Protection and Electronic Documents Act* Credit Sense is obliged to implement an auditing program with the Client for the purposes of facilitating credit reporting system integrity that is sufficient to enable Credit Sense to form a view as to whether the Client (as a licensed credit provider providing financial services in Australia) is complying with its obligations pursuant to clause 4.3 of these terms and conditions.

That auditing program is to ensure:

- (a) credit information that the Client discloses to Credit Sense is accurate, up-to-date and complete;
- (b) credit reporting information that Credit Sense discloses to the Client is protected by the Client from misuse, interference and loss from unauthorised access, modification or disclosure; and
- (c) the Client takes steps when requested to correct credit-related personal information.

12.2 Indicators of risk of non-compliance

Credit reporting information security

- (a) Customer lodges concern;
- (b) Security of Client is breached by third party or unknown entity;
- (c) Credit Sense receives notification from Client, agent of the Client, Customer or third party about the disclosure, unauthorised access or modification of Customer Data;
- (d) Inadequate security or other controls
- (e) Auditor (as defined in 12.5) identifies risk of non-compliance.

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- (a) A refusal by the Client or an employee or agent of the Client to Credit Sense to correct Customer Data;
- (b) Notification by the Customer to Credit Sense that the Client or an employee or agent of the Client has refused to correct Customer Data;
- (c) Advice from the Client or employee or agent of the Client that correcting Customer Data is not possible;
- (d) Inadequate process or other controls
- (e) Auditor (as defined in 12.5) identifies risk of non-compliance.

12.3 Assessment of the risk

The Auditor (as defined in 12.5) will identify any risks of non-compliance at 12.2, and will assist Credit Sense to assess the risk. This includes correction requests and complaints by Customers.

12.4 Monitoring techniques which will be used

- (a) Questionnaire required to be finalised by the Client on an annual basis to confirm:
 - i. Client's security procedures;
 - ii. Client's other protection procedures;
 - iii. Log of direct Customer complaints;
 - iv. Log of Credit Sense complaints/concerns.
- (b) Audit to be conducted by the Auditor (as defined in 12.5) at the discretion of Credit Sense.

12.5 Audit

The Auditor

The Auditor is an independent party engaged by Credit Sense which may include Credit Sense's compliance or auditing team, a consultant engaged by Credit Sense, a consultant engaged by the Client where Credit Sense has confirmed in writing that it is satisfied as to the consultant's independence and expertise and/or an industry funded organisation where Credit Sense is, in its absolute discretion, satisfied as to that organisation's independence and expertise.

Conducting the Audit

The Auditor will conduct the audit of the Client pursuant to 12.4, with reference to clauses 12.2 and 12.3 above. The Client agrees that it must:

- (a) Permit a person who conducts an audit pursuant to these terms and conditions to have reasonable access to the Client's records for the purposes of carrying out the audit; and
- (b) Take reasonable steps to rectify issues identified in the course of an audit undertaken.

13. FAIR USE

- 13.1 You should be able to use and get value from Our Services. We also believe that there should be certain rules on how Our Services are used to ensure:
 - a. We protect the safety and rights of people and other Clients and End Users;

- b. The safeguard of the quality and accessibility of Our Services for all Clients and End Users.

- 13.2 You must not use Our Services to, or as part of:
 - a. Promoting or threatening violence towards anyone;
 - b. Abusing or harassing anyone including making offensive, misleading or menacing comments;
 - c. Encouraging hate in any way or making racist, sexist or discriminatory comments;
 - d. Creating a risk to the health, safety or security of any person.
- 13.3 You must not use Our Services for or in connection with anything illegal or unlawful. This includes, but is not limited to:
 - a. Providing us with false information;
 - b. Gaining improper or unlawful access to someone else's information;
 - c. Transmission or storage of data that infringes any applicable laws, including viruses or malware;
 - d. Contravention of any applicable laws, including infringing Intellectual Property or copyright laws.
- 13.4 You must not use Our Services for anything that might adversely affect Credit Sense's Services, reputation or other Clients or End Users. This includes, but is not limited to:
 - a. Using Our Services in a way which is unreasonable, unacceptable or exceeds ordinary use;
 - b. Resupplying Our Services to others;
 - c. Using Our Services for other than their intended purpose;
 - d. Using Our Services in a way that causes or may cause sub-optimal performance for other Clients or End Users.
- 13.5 You must not undertake or attempt to undertake the following activities:
 - a. Disabling, disrupting or interfering with Our Services in any way;
 - b. Probing, scanning or testing the vulnerability of Our Services, a system or network;
 - c. Breaching the security or authentication measures for Our Service, network or any system.
- 13.6 If we think Your use of Our Services breaches Our fair use provisions, You agree that We can, without notifying You:
 - a. Investigate the breach with or without contacting You;
 - b. Restrict Your access to Our Services;
 - c. Suspend or cancel Your Services;

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- d. If We think You have broken the law, We will report You to the police and give them Your personal information.