

# Terms & Conditions

## 1. OUR AGREEMENT WITH YOU

1.1 As a customer of 4TC MEDIA PTY LTD trading as True Heroes Rewards ("True Heroes") these terms and conditions form the basis of our agreement.

1.2 Our agreement with you is based on your booking confirmation email which you completed and provide to us stating 'I Agree'. This email is treated as formal and official acceptance of our terms & conditions.

1.3 Our agreement with you also includes our current rate card. Prices may be subject to change from time to time, but will not affect your original rate agreement with us. Copies of the rate card are available from us upon request or on the True Heroes Media Kit on our website.

1.4 This agreement will commence on the date that your initial sign on fee is paid in full.

## 2. SERVICE DESCRIPTION

2.1 The services (the "Services") provided include:

- (a) The publication of your advertisement(s) on the True Heroes Discount Directory commencing once sign on fee is paid in full as stated in 1.4
- (b) Upon Request, the provision of artwork, layout design & production services (3 amendments included - any further amendments will incur costs of \$28 inc GST per amendment).

## 3. USE OF SERVICES

3.1 You agree and warrant in relation to any material provided to us for use in any advertisement that:

- (a) You are the owner of any copyright or other intellectual property right in the material and/or you have all necessary licences to use any third party copyright or other intellectual property included or reproduced or adapted in your material (including, without limitation, any moral right or performer's right, trade mark, trade indicia or slogan).
- (b) The material does not infringe any state or federal statute or regulation or compulsory or voluntary industry code of conduct, including, without limitation, the Trade Practices Act, 1974, the Privacy Act, 1988, any act or regulation dealing with defamation, indecency, censorship, advertising standards or self regulation;
- (c) The material shall not include any defamatory, libellous, indecent, pornographic, offensive, threatening, false or disparaging content;
- (d) The material shall not promote or encourage piracy, counterfeiting, plagiarism, unfair competition or idea misappropriation

3.2 You hereby indemnify True Heroes and agree to keep it indemnified against any loss or damage (including legal costs on a client/own solicitor basis for any breach by you or your servants or agents or Clause 3.1 hereof.

3.3 True Heroes may, in its absolute discretion, refuse to publish any advertisement or to refuse to repeat any advertisement if any material contained in the advertisement may amount to a contravention of Clause 3.1 hereof, is inconsistent with True Heroes' advertising policy or for any other reason seen as detrimental to True Heroes.

3.4 You must provide your artwork by the specified deadlines for the directory in which the advertisement is to be placed. The advertisement is to be placed in the format and to the quality advised by us in the booking confirmation. Failure to do so may result in the advertisement not being published in the position requested or may affect the quality of the advertisement.

3.5 You agree that you are solely responsible for the quality and accuracy of any artwork provided by you. True Heroes accepts no responsibility for inferior quality artwork and images provided by you and we reserve the right to refuse inferior artwork or images.

3.6 Where we provide the services set out in Clause 2.1 you agree that you are solely responsible for checking and approving the accuracy and/or quality of the artwork produced and agree that an email confirming the artwork from you or a representative of your firm is conclusive evidence that you have approved any such artwork for publication. If you fail to approve any such artwork by the provided deadline you agree that you are deemed to have approved such artwork and we will not be liable for any errors it may contain.

#### **4. CHARGES AND PAYMENT**

4.1 You agree during the term of this agreement:

- (a) To be charged for the Services we provide to you at our current prices agreed to in writing.
- (b) To allow for automated scheduled monthly payments as per our current prices and/or the confirmation email you received for a minimum period of six (6) months.
- (c) To pay any legal costs we may incur in recovering payment of our account on a full indemnity basis.

4.2 If you dispute in good faith an amount in the account, you must notify us in writing within fourteen days (14) setting out reasons for the dispute and the amount in dispute. Notwithstanding any dispute as to any amount of any charge, you must pay the undisputed amount of each account by the Due Date.

4.3 If you do not pay the account by the Due Date or a payment is dishonoured on any scheduled payment, our administration team will be in contact with you to manually take the payment and update details accordingly, we also reserve the right to cancel or suspend your advertising till such time as payment is honoured by you.

4.4 If account is paid in any way in part or whole by ways other than cash (in Australian dollars), then True Heroes reserves the right to change this form of payment to 100% cash in Australian dollars upon 30 days written notice.

#### **5. AMENDMENTS TO TERMS AND CONDITIONS**

Without limiting clause 4.1, we may vary, alter, replace or revoke any of these terms and conditions upon 14 (fourteen) days written notification from us. We will automatically interpret your ongoing use of the Services after that date as constituting your acceptance of any such variation, alteration, replacement or revocation of these terms and conditions.

#### **6. USE OF INFORMATION AND THE PRIVACY ACT 1988**

You agree to provide us with any information we request in connection with our providing the Services to you under this agreement and hereby authorise us to use information provided by you as set out in our privacy policy, subject to the provisions of the (Privacy Act 1988) and any other applicable act or mandatory code of practice under Australian law.

#### **7. LIMIT ON LIABILITY**

7.1 We are not responsible or liable for any indirect consequential or economic damages, including, without limitation, loss of income or profit or loss of actual potential business opportunities.

7.2 Our liability to you for any breach of any implied provision of this agreement (other than an implied warranty of title) is limited, at our option, to refunding the price of the Services in respect of which the breach occurred, or to providing the Services again.

7.3 We are not liable to you for any delay in or any failure to provide the Services which is caused by an event beyond our reasonable control.

## **8. TERM OF AGREEMENT**

8.1 This agreement may be immediately terminated by written notice at any time if, without prior written consent: either party breaches any term or condition of this agreement; a receiver or receiver and manager is appointed over any of either parties property or assets; a liquidator or provisional liquidator is appointed to either party; either party becomes bankrupt; either party enters into any arrangements with either party's creditors; either party assigns or otherwise deals with either party's rights under this agreement; either party ceases to carry on business; or there is a material change in either party's direct or indirect ownership or control.

## **9. ASSIGNMENT**

9.1 Your rights under this agreement are personal. You must not assign or attempt to assign any right or obligation under this agreement without our written consent. We may assign all or any of our rights and obligations under this agreement at any time by notifying you in writing.

## **10. DISPUTE RESOLUTION**

10.1 If you have a complaint or possible dispute with us, you must notify us in writing and we will respond in writing and deal with it in accordance with our internal complaint handling guidelines.

## **11. MISCELLANEOUS**

11.1 Any notice, demand, consent or other communication required to be given to either party must be done so in writing otherwise will be deemed as non-existent.

11.2 Clauses 4, 6 and 7 shall survive the expiration or termination of this agreement.

11.3 This agreement contains yours and our entire understanding to the exclusion of any and all prior or collateral agreements, representation or understanding relating to the Services.

11.4 If any part of this agreement is found to be invalid or of no force or effect, this agreement shall be construed as though such part had not been inserted and the remainder of this agreement shall retain its full force and effect.