

## ONLINE TERMS - BLOCKCHAIN

### 1. SERVICES

#### 1.1. Provision of Services

- (a) On and from the Commencement Date, Iress will provide the Services to the Customer for the duration of the Term.
- (b) Iress provides the Blockchain service only, enabling Users to publish and subscribe to Data Packs.
- (c) Iress may at any time add, remove or change features to the Blockchain, Application or Services.
- (d) Iress accepts no liability for any aspect of the Publisher and Subscriber interaction, including but not limited to the availability, accuracy or completeness of any Data Pack or Publisher information.
- (e) In the provision of the Iress Services, Iress shall comply with the Iress policies and codes as set out in the governance section the Iress website (as amended from time to time) including policies covering anti-bribery, a failure to prevent tax evasion and modern slavery.

#### 1.2. Exclusion of Terms

To the extent permitted by law:

- (a) except as expressly provided in this Agreement, Iress does not make any warranties of any kind in respect of the Services;
- (b) the warranties set out in this Agreement are in lieu of and exclude and Iress hereby disclaims all other express or implied warranties, representations, conditions or statutory guarantees, including warranties of merchantability or fitness for a particular purpose; and
- (c) Iress excludes all liability to the Customer arising out of or in connection with any breach of any implied warranty, condition or statutory guarantee of merchantability or fitness for purpose of the Services.

#### 1.3. Implied Terms

To the extent permitted by law, Iress' sole and exclusive liability for breach of any statutory guarantee or term implied by statute which cannot be excluded is limited to:

- (a) in the case of goods, the replacement or repair of the goods (or the cost of such replacement or repair); and
- (b) in the case of services, supplying of the services again (or the cost of such resupply).

## 2. CUSTOMER OBLIGATIONS

### 2.1. Use of the Services

The Customer may use the Services:

- (a) to access and subscribe to Data Packs made available through the Blockchain as a Subscriber; and
- (b) where expressly permitted by Iress, to publish Data Packs onto the Blockchain as a Publisher.

### 2.2. User Obligations

The Customer must:

- (a) ensure that all Users use the Services in accordance with the terms of this Agreement (including the Acceptable Use Policy) and is responsible for any breach of this Agreement by a User;
- (b) use user administrative controls to allocate login details to its Users. The Customer must ensure that its Users do not share logins or passwords provided in order to access the Services. Concurrent use is not permitted;
- (c) not access or use any part of the Services, including any Data Packs accessed through the Services, to build a product or service which competes with the Services;
- (d) only access and use the Services within Australia; and
- (e) pay any Fees which accrue through the use of the Services.

The Customer acknowledges and agrees that no agreement is created between it and any other customer acting as a Publisher or Subscriber on the Blockchain.

### 2.3. Customer responsibility

The Customer acknowledges that:

- (a) it assumes sole responsibility for advice and/or recommendations provided to its end clients or potential end clients resulting from use of the Services; and
- (b) it is responsible for compliance with all laws or regulations concerning its business, including, the rules, regulations, requirements, stipulations or conditions made by any professional or regulatory organisation to which the Customer may be subject from time to time; and
- (c) Iress shall have no liability for any Loss or damage arising from the Customer IP (including any Data Packs) or actions taken by Iress at the Customer's direction.

### 3. PUBLISHER

#### 3.1. Publisher Obligations

Where the Customer is a Publisher, the Customer warrants that any Data Pack or information posted on the Blockchain will not:

- (a) be false, inaccurate or misleading or deceptive;
- (b) contain any Personal Information (to avoid doubt, the attachment to any Data Pack sent via the Blockchain Service may contain Personal Information relating to the specific communication purpose. However, the information posted onto the Blockchain must not contain Personal Information);
- (c) be used to transmit information which is unlawful, harassing, offensive, defamatory or obscene;
- (d) infringe any third party's intellectual property rights, confidentiality or privacy;
- (e) violate any applicable law; or
- (f) contain any Harmful Code.

#### 3.2. Data Packs

- (a) Data Packs must be published in the type and format prescribed by Iress and not exceed the maximum size or number of attachments as directed by Iress.
- (b) The Publisher acknowledges that the publication of Data Packs is voluntary and it is not entitled to any remuneration, royalty or licence fee for the publication of a Data Pack to the Blockchain.
- (c) The Publisher may control access to the Data Pack and related information to individual Users, a group of users or the entire community.
- (d) The Publisher will pay any applicable Fees to Iress associated with uploading Data Packs to the Blockchain.

#### 3.3. Permanency of Publication

- (a) The Publisher acknowledges that the record of a publication of a Data Pack on the Blockchain is permanent and cannot be modified, removed or deleted once published.
- (b) The substance of a Data Pack may only be removed from the Blockchain (i) with the permission of the Publisher and all relevant Subscribers to that Data Pack; and (ii) where the removal of the Data contained in the Data Pack is not prohibited by any applicable laws, regulations or record-keeping obligations of a party.
- (c) This clause 3.3 survives termination or expiry of this Agreement.

### 4. SUBSCRIBER OBLIGATIONS

Where the Customer acts as a Subscriber, the Customer warrants that it will:

- (a) only use the Data Packs for its internal business purposes (except as otherwise set out in Appendix A);
- (b) not publish, resell or otherwise deal in the Data Packs in a manner inconsistent with this Agreement and any rules associated with the Blockchain; and
- (c) pay any applicable Fees to Iress for the Data Packs or other services acquired in accordance with the Fee schedule.

### 5. INTELLECTUAL PROPERTY RIGHTS

#### 5.1. Intellectual Property

- (a) As between the parties:
  - (i) all Intellectual Property Rights in the Related Services, Iress Services, Blockchain and Data (other than Data Packs and Customer IP) remain vested in Iress (or its licensees). The Customer's only rights in relation to the Services are those expressly granted by this Agreement;
  - (ii) all Intellectual Property Rights in the Data Packs remain vested in the Publisher of the Data Pack.
  - (iii) the Publisher grants Iress a worldwide, non-exclusive, perpetual, irrevocable license to use, modify, and publish Data Packs in connection with the Services, including to sublicense Data Packs to other customers who are a Subscriber of that Data Pack for the Subscriber's internal business purpose.
- (b) The Publisher warrants that it has all licences and rights necessary to publish the Data Packs on the Blockchain and the use of the Data Packs by Subscribers will not infringe the Intellectual Property Rights of any person.
- (c) Iress does not warrant that the Service or Data Packs will be free from interruption or complete, accurate or error-free and the Customer agrees that neither Iress nor the Publisher of the Data Pack is liable for non-performance, inaccuracy, error or other interruption in the Data Pack or Service for any reason whatsoever.

## 5.2. IP Indemnity

- (b) Iress will defend, at its expense, any third party claim brought against the Customer alleging that the Iress Services infringe any copyright, design, or trade mark intellectual property rights ("IP Claim"), and will pay any settlement and any damages, costs, and reasonable legal fees finally awarded against the Customer arising out of an IP Claim ("IP Indemnity"). The IP Indemnity shall not apply if:
  - (i) any infringement is caused by the use of the Iress Services in combination with any equipment, programs, goods or services not supplied or approved by Iress; or
  - (ii) such infringement results from a specific design or specification provided by the Customer or from any Customer IP (including Data Packs),
- (c) Iress' obligations under clause 5.2(a) are conditional on the Customer:
  - (i) notifying Iress immediately in writing of the IP Claim;
  - (ii) giving Iress sole control of the defence, management, and settlement of the IP Claim, provided that the Customer may participate in such defence with counsel of its choice at its own cost if it gives Iress such control; and
  - (iii) on request, at Iress' cost, reasonably cooperating with Iress in the defence.
- (d) Iress will not enter into any settlement imposing liability on the Customer for which the Customer is not indemnified without the Customer's written consent.
- (e) If an injunction is issued (or, in Iress' opinion, is likely to be issued) preventing the use or provision of an Iress Service as a result of an IP Claim, Iress may, at its expense and sole option:
  - (i) modify the Iress Service so that it becomes non-infringing;
  - (ii) obtain for the Customer the right to continue to use the Iress Service;
  - (iii) replace the Iress Service with software or services with equivalent functionality; or
  - (iv) terminate the Iress Service and refund any prepaid Iress Fees.
- (f) To the extent the Customer (or any agent of the Customer) provides Iress with any Customer IP, the Customer grants Iress a licence to include such Customer IP in connection with the provision of the Services to the Customer, and agrees that it shall indemnify Iress against all Loss suffered or incurred by Iress arising out of or in connection with any claim made against Iress for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the use or receipt of the Customer IP.

## 6. CONFIDENTIAL INFORMATION

### 6.1. Use

A Receiving Party may only access or use Confidential Information of the Disclosing Party as necessary for the purposes of the Agreement.

### 6.2. Disclosure

- (a) A Receiving Party must keep confidential and must not disclose Confidential Information of the Disclosing Party to any person without the Disclosing Party's written consent, except to its or the Iress Group's or Customer Group's (as relevant) employees, directors, independent contractors or professional advisers (**Representatives**) requiring the information for the purposes of, and in accordance with, this Agreement, or as required by law or a stock exchange or in connection with legal proceedings relating to this Agreement.
- (b) Receiving Party must ensure that all Representatives are bound by suitable confidentiality obligations, which restrict such a person from using or disclosing Confidential Information except in the circumstances permitted by this clause 6.

### 6.3. Deletion of Confidential Information

- (c) On expiry or termination of this Agreement for any reason, the Receiving Party must, at the Disclosing Party's written request, promptly deliver to the Disclosing Party all documents in the Receiving Party's possession or control containing the Disclosing Party's Confidential Information (except where Confidential Information is required to be retained by a party for legal or regulatory compliance purposes, or which is stored pursuant to an existing automated back-up routine or as a permanent immutable record including under clause 3.3).

## 7. PERSONAL INFORMATION

### 7.1. Compliance with laws

- (a) Each party must comply with all Privacy Laws applicable to such party.
- (b) The Customer must only provide Personal Information with Iress:
  - i. if authorised by Privacy Laws to do so;
  - ii. as necessary for the benefit of the Services;

- iii. the person to whom the Personal Information relates has been informed that in order to provide services to them it may be necessary to disclose their Personal Information to an external organisation that provides information technology services; and
- iv. the person's consent to that disclosure has been obtained.
- (c) Iress agrees that, in the course of this Agreement, it may receive Personal Information from the Customer. Iress agrees that all such Personal Information will only be shared, transmitted, disclosed, collected, held and/or stored for such purposes as are necessary to discharge, complete and/or fulfil Iress' obligations hereunder and in accordance with its privacy policy.
- (d) Iress will implement and maintain the technical and organisational measures against the unauthorised or unlawful processing of Personal Information and against the accidental loss, destruction of or damage to Personal Information.
- (e) The Customer will be solely responsible for determining and monitoring its compliance with the Privacy Laws.
- (f) The Customer must not, when using the Services, upload or disclose any Personal Information onto the Blockchain.

## 7.2. Customer privacy indemnity

The Customer indemnifies Iress against any Loss suffered or incurred by Iress resulting from a breach by the Customer of clause 7.1.

## 7.3. Iress privacy indemnity

Where the Customer is in compliance with clause 7.1, Iress indemnifies the Customer against any Loss suffered or incurred by the Customer resulting from a breach by the Iress of clause 7.1.

## 8. TERM AND TERMINATION

### 8.1. Term

This Agreement commences on the Commencement Date and continues until terminated by either party (**Term**).

### 8.2. Termination Rights

- (a) Either party may terminate this Agreement at any time on 30 days' written notice to the other party.
- (b) In the event a party is in material breach of any of its obligations under the Agreement, and such breach is either not capable of remedy or if such breach is capable of remedy, the party fails to remedy that breach within fourteen (14) days of being notified of such breach, then the other party may, in its sole discretion, by written notice to the other party terminate the Agreement.
- (c) In the event a party experiences an Insolvency Event, then (unless prevented from doing so pursuant to the laws of the country in which either it, or the other party, is incorporated) the other party may, in its sole discretion, terminate the Agreement by providing written notice to the other party.

### 8.3. Suspension Rights

Iress may suspend the access of the Customer to the Services where:

- (a) the Customer has not paid any undisputed Fees by the applicable due date and the Fees remain unpaid 7 days after Iress notifies the Customer of the fact the Fees are overdue;
- (b) Iress reasonably suspects that the Customer is in breach of this terms of this Agreement or the Acceptable Use Policy; or
- (c) Iress knows or reasonably suspects the Customer no longer provides Administration Services to the Financial Institution for which it received the Services.

## 9. LIABILITY

### 9.1. Disclaimer and cap

- (a) Subject to clauses 9.1(b) and 9.3, the Customer expressly agrees that its access to and use of the Services and Data Packs is at the sole risk of the Customer and its Users and Iress disclaims all liability arising out of or in relation to this Agreement, whether in tort, (including negligence), equity, breach of contract or otherwise.
- (b) The aggregate liability of Iress Group in any Contract Year under or in connection with clauses 5.2 (IP Indemnity) and 7.3 (Privacy Indemnity) will not exceed the Fees paid by the Customer in connection with this Agreement in the previous 12 months (**Cap**).

### 9.2. Excluded Loss

Without prejudice to clause 9.3, Iress Group will not be liable, whether in contract, tort including negligence, or otherwise, for:

- (a) any Consequential Loss; or
- (b) any third party Claim or Loss (other than a Claim or Loss to which the IP Indemnity or Privacy Indemnity applies),

- (c) any Loss suffered by the Customer or Users in connection with the Services (**Exclusion**).

### 9.3. **Exceptions**

The Cap and Exclusion under this clause will not apply to the extent that any liability cannot be excluded or limited by law or in relation to liability resulting from:

- (a) fraud;
- (b) injury to person and physical property; or
- (c) deliberate cessation of Services in circumstances not permitted under this Agreement.

### 9.4. **Third party Claims**

The Customer must indemnify Iress against any Loss suffered or incurred by the Iress Group as a result of, or in connection with, any Claim by a third party relating to the Customer's use of (or inability to use) a Service in the provision of services to third parties, other than a Claim covered by the IP Indemnity or the Privacy Indemnity.

### 9.5. **Mitigation**

Each party must take appropriate and commercially reasonable actions to mitigate, reduce and limit any Loss that might otherwise be recoverable from the other party arising out of or in connection with this Agreement. Notwithstanding any other clause in this Agreement, a party's liability will be reduced to the extent that:

- (a) the loss or damage is caused or contributed to by the other party or its Personnel; and
- (b) The other party failed to take reasonable steps to mitigate the Loss.

## 10. FEES AND TAXES

### 10.1. Fees

- (a) The Customer must pay Fees in accordance with this clause 10.1.
- (b) The Fees payable for the Services will be made available at [www.iress.com/ddo/reporting](http://www.iress.com/ddo/reporting) . Iress may modify the Fees on 60 days' notice, by updating the fee schedule available on its website.
- (c) Iress may issue an invoice for Fees. The Customer shall ensure that (a) cleared funds reach Iress by the date set out in the direct debit instruction; or (b) where Iress has agreed that the Customer can pay other than by direct debit, the Customer shall pay all Fees invoiced within 30 days of the date of the invoice (in each of (a) and (b) the "Due Date").
- (d) Iress may from time to time audit the Customer's use of the Services to verify that the correct Fees have been paid by the Customer.
- (e) If the Customer disputes any invoiced or directly debited amount, it must notify Iress within fourteen (14) days of receiving the invoice or of the direct debit date.
- (f) If the Customer fails to pay any undisputed Fees by the Due Date, Iress may charge the Customer interest at the rate of 4% per annum over the rate of interest published by the central bank of the country in which Iress is incorporated, such interest to be applied from the Due Date (calculated daily) until payment is received.

### 10.2. Payment of Taxes

Subject to clauses 10.3 and 10.4, the Customer must pay all Taxes in connection with the Services.

### 10.3. GST

Where GST is imposed on a taxable supply made in connection with this Agreement and the recipient of that supply receives a tax invoice for that supply, the recipient must pay the GST to the supplier (without deduction or set-off) by the tax invoice due date.

### 10.4. Indemnities

If one party is required to indemnify or reimburse another party (Payee) for any cost, loss or expense, the indemnity or reimbursement payable does not include any amount for which the Payee (or an entity grouped with the payee for GST purposes) is entitled to an input tax credit, but will be increased in accordance with clause 7.2 if the amount payable is consideration for a taxable supply.

## 11. CHANGES TO THE AGREEMENT

- 11.1. Iress may modify any of these terms by making a revised version of those terms available on the applicable terms website on the Revision Date.
- 11.2. If the Customer objects on reasonable grounds to any of the revisions made to terms referred to in clause 11.1, then the Customer may, as its sole and exclusive remedy, and within one calendar month of the Revision Date choose to terminate the Agreement with immediate effect upon written notice to Iress. In the event the Customer does not exercise such right to terminate then it shall be deemed to have accepted the revised documents and they will become effective one day following the expiry of one calendar month of the Revision Date.

## 12. GENERAL

### 12.1. Exclusivity

The Customer acknowledges that nothing in this Agreement restricts Iress from supplying goods or services to any other customer. Iress acknowledges that nothing in this Agreement requires the Customer to purchase goods or services from Iress.

### 12.2. Assignment

- (a) Iress may assign its rights under this Agreement to any related company or to a successor company which will continue the provision of the Services.
- (b) The Customer may assign its rights under the Agreement only with Iress' prior written consent.

### 12.3. Change of Control

- (a) A Change of Control of the Customer will constitute an assignment requiring Iress' prior written consent.
- (b) Iress will not withhold its consent unreasonably to assignment of the Customer to a related company or successor company operating the same business.
- (c) The Customer must notify Iress as soon as practicable of any proposed Change of Control or transfer of its business to which a Service relates.

### 12.4. Notices

Any notice or other communication under this Agreement must be sent in writing by post or email:

- (a) in the case of a notice to the Customer, to the Customer's address set out on the first page of this Agreement, or as otherwise notified to Iress or which Iress reasonably believes is the Customer's new address and specified in Iress' Invoice; and
- (b) in the case of a notice to Iress, to Iress' address specified in an Invoice, or as otherwise notified by Iress.

A notice is deemed to have been received within 2 days of posting if posted in Australia or 7 days if posted outside of Australia, or if emailed, at the time the message enters the relevant recipient's inbox or when the sender receives an automated message confirming delivery (whichever happens first).

#### 12.5. Force Majeure

- (a) If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for an obligation to pay money) because of a Force Majeure Event:
  - (i) that obligation is suspended, but only so far and for so long as that party is affected by the Force Majeure Event; and
  - (ii) the affected party will not be responsible for any Loss or expense suffered or incurred by the other party as a result of, and to the extent that, the affected party is unable to perform or is delayed in performing its obligations under this Agreement because of the Force Majeure Event.
- (b) If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
  - (i) take all reasonable steps to overcome the effects of the Force Majeure Event (but this does not require the settlement of industrial disputes or other claims on unreasonable terms); and
  - (ii) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.

#### 12.6. Marketing

Iress may refer to the Customer by name as a user of the Iress Services in any advertising and use a copy of the Customer's trademark and corporate logo for those purposes. The Customer hereby grants to Iress and its Group a non-exclusive, non-transferable royalty free licence to use its trademark and corporate logo solely for that purpose.

#### 12.7. Exercise of rights

A failure or delay by a party in exercising a right or power under this Agreement is not to be taken as a waiver of that right or power. Any partial exercise of a right or power is not to preclude any further exercise of that right or power.

#### 12.8. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

#### 12.9. Headings

Headings in these Terms are inserted for convenience only and do not affect their interpretation.

#### 12.10. Severability

If the whole or part of a provision is void, unenforceable or illegal, it is severed to the extent that it is void, unenforceable or illegal, and the remainder of this Agreement has full force and effect. This clause has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.

#### 12.11. Survival

The following clauses survive the termination or expiry of this Agreement: clause 3 (Publisher Obligations), clause 4 (Subscriber Obligations), clause 5.1 (Intellectual Property Rights), clause 6 (Confidential Information), clause 7 (Personal Information), clause 9 (Liability), and any such clause which by its nature its intended to survive termination or expiry of this Agreement.

#### 12.12. Jurisdiction

This Agreement and any claim or dispute arising out of or in connection with it is to be governed by the laws of the State of Victoria and the federal laws of the Commonwealth of Australia applicable therein. Each party hereby irrevocably submits to the exclusive jurisdiction of the Victorian courts and waive objection to the venue of any proceeding in such court or that such court constituted an inappropriate forum.

### 13. DEFINITIONS

**Acceptable Use Policy** means the acceptable use policy available at [www.bcgateways.com/tos](http://www.bcgateways.com/tos).

**Administration Services** has the meaning ascribed to it in Appendix A.

**Administrator Services Agreement** has the meaning ascribed to it in Appendix A

**Application** means the application that provides an interface to the Blockchain;

**Blockchain** means Iress' hybrid blockchain solution which can be used to upload and distribute structured data and associated data within a known community;

**Change of Control** occurs when a person acquires Control of an entity.

**Claim** means an action, claim, demand or proceeding.

**Commencement Date** means the date Iress commences providing the Blockchain Services.

**Confidential Information** means information relating to the business or affairs of one party or members of its Group ("Disclosing Party") disclosed to or learnt by the other party ("Receiving Party") under or in connection with this Agreement, but does not include the Excluded Information.

**Consequential Loss** means Loss which:

- (a) does not arise directly or naturally in the usual course of things, from the breach, action or inaction in question; or
- (b) constitutes loss of profit, loss of anticipated profit, loss of opportunity or anticipated savings, loss of revenue, loss or impairment of credit rating, loss or corruption of data, loss of business opportunities, loss or damage arising from or relating to investments in investment assets or securities and trading or trades in investment assets or securities, in each case made or entered into or executed erroneously or not at all (including as a result of any Service or Data Pack accessed by a User), loss arising from or relating to tax calculations, forecasting or modelling, loss relating to financial or investment advice, or loss of or damage to reputation or goodwill, even if such loss arises directly or naturally in the usual course of things.

**Control** includes the power to directly or indirectly:

- (a) dictate the management or policies of the company; or
- (b) control the membership of the board of directors,
- (c) whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights, and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of that party or otherwise.

**Customer IP** means any templates, documentation, images, formulas, calculations and any other information that is (i) input or uploaded into or included within the Services by (or on behalf of) the Customer including any Data Packs; or (ii) is made available to Iress by (or on behalf of) the Customer for incorporation within the Services from time to time.

**Data** means any data or information made available through or which form part of or is supplied with, the Services.

**Data Pack** means any information in the prescribed format uploaded to the Blockchain by a Publisher.

**Excluded Information** means information which:

- (a) is in the public domain other than through breach of this Agreement or an obligation of confidence owed to the Disclosing Party; or
- (b) the Receiving Party can prove was already known to it at the time of disclosure by the Disclosing Party (unless such knowledge arose from disclosure of information in breach of an obligation of confidentiality); or
- (c) the Receiving Party acquires from a source (other than the Disclosing Party) which is entitled to disclose it; or
- (d) the Receiving Party is required to disclose by law, regulation, a regulator or court of competent jurisdiction, or the rules of any stock exchange to which the Receiving Party is or seeks to be admitted.

**Financial Institution** has the meaning contained in Appendix A.

**Force Majeure Event** means an event beyond a party's reasonable control (which could not have been reasonably prevented), including, but not limited to:

- (a) fires, floods, earthquakes, elements of nature or acts of God;
- (b) epidemics, governmental intervention, war (declared or undeclared), terrorism, sabotage, revolution, riot, insurrection or civil disorder;
- (c) trade embargoes, industry wide strikes, utility failures or shortages; and
- (d) network attacks including a denial of service (DOS) or distributed denial of service (DDOS).

**Harmful Code** means any malware, virus, disabling device or code, worm, Trojan timebomb or other harmful or destructive code

**Insolvency Event** means a person becomes unable to pay its debts, enters into liquidation (whether voluntary or compulsory and whether provisional or final) except liquidation for the purposes of a solvent amalgamation or reconstruction), makes an arrangement with its creditors, becomes subject to an administration order, has a receiver or administrative receiver appointed over all or any of its assets, takes or suffers to be taken any similar action in consequence of a debt, ceases or threatens to cease trading or is dissolved, or undergoes a similar or equivalent process in any jurisdiction.

**Intellectual Property Rights** means all current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trade marks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

**Iress Services** means the licensing of the software, support services, hosting services and other services provided by Iress but excludes any Data Packs or third party data or information or related services acquired by the Customer.

**Loss** means any loss, damage, cost, liability, or expense (including reasonable legal fees).

**Personal Information** has the meaning contained in the *Privacy Act 1988* (Cth).

**Privacy Laws** means the *Privacy Act 1988* (Cth) and subordinate legislation under that Act.

**Publisher** means a customer which publishes Data Packs on the Blockchain.

**Related Services** means support or other services offered by Iress in connection with this Agreement from time to time.

**Revision Date** means 1 July of each calendar year or such other date that Iress may publish updated terms on the Iress website as notified to the Customer by email.

**Services** means access to the Application, Iress Services and Related Services;

**Subscriber** means a customer which downloads or subscribes to Data Packs made available on the Blockchain.

**Taxes** means taxes, levies, imposts, charges and duties (including stamp and transaction duties) paid, payable or assessed as being payable by any authority together with any fines, penalties and interest in connection with them.

**User** means a user who is a natural person and who is:

- (a) an employee, agent or independent contractor of the Customer; and/or
- (b) where the Customer is a network, any employee or independent contractor of the members of its network, in each case who is authorised by the Customer to use the Services and in respect of whom the Customer is invoiced by Iress.