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Full Terms & Conditions

Terms of Business The Digital Edge (ACN: 003 990 010)

In these Terms of Business:

Documents mean any written material prepared by us (including, but not limited to, work plans, proposals, presentations, and reports), computer software or other property related to the Project.

GST has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Participant means a person that participates in a market research study conducted by us.

Project means the market research study or other consulting services requested by you that is described in the Proposal.

Proposal means the attached document which details the scope and nature of the Project.

you are the client.

we are The Digital Edge.

Our Business Policies

1. Quoted Fees

- a. Fees quoted in the Proposal are valid for a period of 30 days from the date of the Proposal after which time; they may be subject to change.
- b. Unless otherwise stated, all fees are quoted in AUD and all fees, disbursements or other sums payable by you are quoted exclusive of GST.
- c. The fees are quoted exclusive of any non-Australian withholding or other taxes which may be levied. We will gross up the amount of fees owing to us to take into account any withholding, or other taxes that you are required to pay to your local taxing authority.
- d. We will charge you an additional fee where we agree to work exclusively for you in a defined area of business for a defined period, or where we agree to reject work for a competing client in consideration of a promise by you to engage us exclusively.
- e. Fees quoted are based on our best estimate of incidence of target sample, questionnaire length, sample structure, timing requirements and our assumed role in the preparation, management (including meetings) and reporting of the study. We reserve the right to revise our quote for the Project at any time if the scope of the Project extends beyond that which is detailed in the Proposal.

2. Payment of Fees

- a. Projects with agreed fees greater than \$15,000:
 - i. 75% of the agreed fee is payable on commissioning of the Project; and
 - ii. 25% on delivery of the first presentation or report
- b. Projects with agreed fees less than \$15,000:
 - i. 100% of the agreed fee is payable on commissioning of the Project.
- c. We will give you a tax invoice when the Project is commissioned and a tax invoice on delivery of the first presentation or report (in accordance with this payment schedule).
- d. You agree to pay us the amounts shown in our tax invoices within 14 days of the date of those invoices.
- e. If you do not pay our tax invoice by the due date, we may suspend work on the Project until you have paid the amount of the outstanding tax invoice in full.
- f. We have a lien over all Documents and retain copyright in our Documents pending payment.

3. Disbursements Unless stated otherwise in the Proposal, all disbursements incurred in the course of working on the Project including, executive travel (see below), accommodation, interstate and international taxis, VIP couriers, stimulus material preparation, venue hire, equipment hire and video production will be invoiced to you, in addition to the fees quoted in the Proposal, and with a 15% surcharge for time and overhead recovery, in the final tax invoice. A best estimate of these costs will be detailed in the Proposal.

- a. We will seek reimbursement of international executive travel from you as follows:
 - i. Business class airfares, at cost
 - ii. International 4/5 star hotel accommodation (including reasonable room incidentals), at cost
 - iii. General living and transport incidentals, with a 15% surcharge
 - iv. All other expenses to be incurred on your behalf by our staff member while travelling will be agreed with you with a 15% surcharge

4. Project Postponement or Cancellation

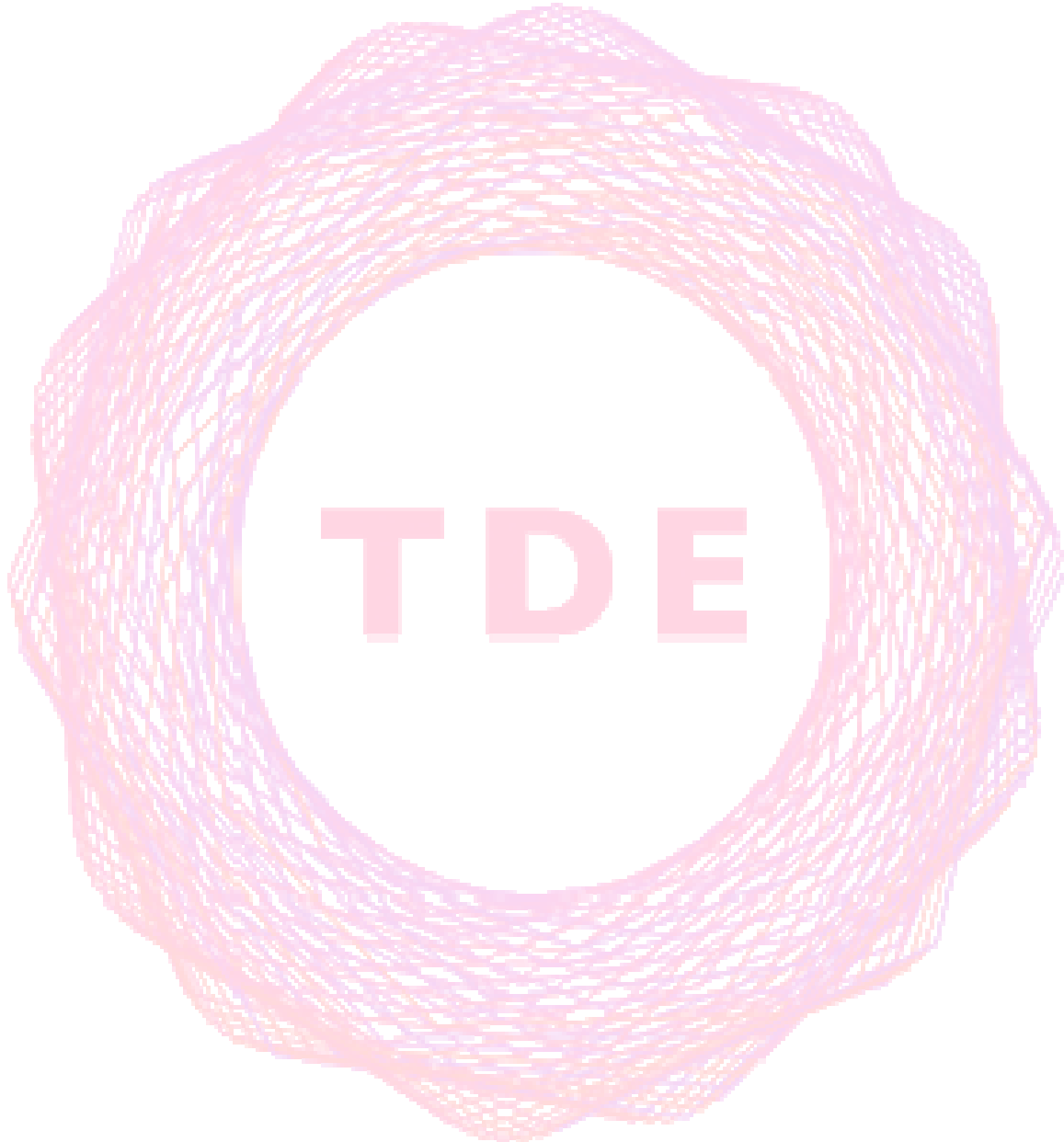
- a. Any changes that you initiate to the Project timetable may incur a postponement fee. For quantitative fieldwork, this may be at least \$3,000. For qualitative projections, this may be at least \$300 per group.
- b. In the event the Project is cancelled by you, we reserve the right to render a tax invoice to you for all costs and executive time incurred on the Project up to the time that a written notice of cancellation is received by us.

5. Enforcement of rights

- a. In the event of infringement of our copyright in the Documents or unauthorised disclosure of our confidential information, we will take action to enforce our legal rights, including obtaining injunctions.

6. Compliance.

- a. We agree to comply with the International Best Practice Standard ISO20252 as well as the Australian Market & Social Research Society's Code of Professional Behaviour and the Market and Social Research Privacy Principles when executing the Project.



Our Small Print (legal clauses)

1. Contract Creation.

- a. The acceptance of our Proposal by you constitutes an order on us to undertake the Project to which it relates. No binding agreement between us and you will come into existence until we have given notice of our acceptance of the order made by you. In this event, the Terms of Business and the Proposal constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this contract, whether orally or in writing.

2. Collection costs.

- a. In addition to any other amounts that you have agreed to pay, you will pay us any expenses, costs or disbursements incurred by us in recovering any outstanding monies, including debt collection, agency fees and legal fees from you.

3. Limitation of Liability

- a. We are not responsible for the parameters of the Project which are set by you. While we will accurately record Participant's answers, we do not verify, and are not responsible for verifying, that Participant's answers are accurate, true, complete and not misleading.
- b. Conditions and warranties implied by law which cannot be excluded apply, but only to the extent required by law. All other implied conditions, warranties and rights, including any implied by custom, usage or other circumstances, are expressly excluded.
- c. To the extent permitted by law, our liability for breach of such warranties or conditions is limited (and as we, in our absolute discretion, determine) to:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied again.
- d. We are not liable to you in respect of any indirect loss or consequential loss suffered by you (including, but not limited to, any loss of profit or business opportunity).
- e. In addition, and to the full extent permitted by law, our total liability to you, and persons claiming through you, whether arising under contract, in tort, by breach of statute (or liability under or implied by statute), or otherwise will not in any circumstances exceed the fees which you have paid to us in relation to the Project which has given rise to the liability. This limit applies irrespective of the number of claims or events (even if linked) giving rise to them.
- f. We are not liable to you for any consequences as a result of communicating with you by email including any interference with the email by a third party or any delay or non-delivery of the email.
- g. We will make reasonable efforts to meet the Project schedule set out in the Proposal. However times specified are only approximate and not binding on us.

4. **Force majeure:** We will not be liable to compensate you for any loss suffered, consequential or otherwise, as a result of any delay or failure to perform our obligations in respect of the Project following the occurrence of an event that is beyond our reasonable control. These events include, but are not limited to, failure of our sub-contractors and/or suppliers to deliver any merchandise or perform any service, acts of God, war, strikes, block-outs, accidents, fire, blockade, import or export embargo, natural catastrophes or other obstacles over which we have no control.

5. Confidentiality

- a. We will not disclose, without your permission, during or after completion of the Project, any Confidential Information resulting from the Project commissioned and paid for by you. These restrictions cease to apply to any confidential information which may (otherwise than by our default) become available to the public generally.
- b. You acknowledge our right to use as we see fit any general marketing or other intelligence in the field of your product or service which we have gained in the course of executing the Project.
- c. Any information that we disclose to you, either orally or in writing, is disclosed in confidence. Further, all ideas expressed in our presentations and/or written reports are our confidential information and must not be disclosed to any third party by you without our prior written consent.
- d. For the purpose of this clause, confidential information includes any information that is notified to the recipient as confidential, marked as confidential by the disclosing party or that is otherwise clearly confidential information of the disclosing party.

6. Non-Exclusivity

- a. We reserve the right, subject to the confidentiality obligation in clause 5 (a), to work for or accept retainers from other clients in a business which competes directly or indirectly with your business.

7. Intellectual Property

- a. Subject to clause 7(b), all copyright in our written reports to you in respect of the Project remain with us until all of our fees have been paid in full at which time copyright is automatically assigned to you.
- b. You acknowledge that copyright in written reports that is assigned to you does not include any copyright that subsists in processes used (or techniques developed) by us in executing the Project (including, but not limited to, scales, questioning approaches, data collection approaches, analysis techniques and analysis frameworks).
- c. All copyright subsisting in our Documents (other than the written report you receive) belongs to us and is not assigned to you.
- d. You must not disclose or reproduce by any means (including electronically, mechanically, micro-copying, photocopying, recording or otherwise) or offer for sale any of the Documents to a third party, either wholly or in part, without our prior written consent.

8. Indemnity

- a. You will indemnify us, to the extent that the claim arises out of your breach of this agreement, for any claims brought by a third party against us for breach of their copyright.

9. Non-entice

- a. You agree that you will not at any time, either during a Project or for a period of 6 months following completion or termination of a Project, directly or indirectly entice or solicit, or endeavour to entice or solicit away, from us any employee with whom you have dealt in connection with the execution of a Project without first obtaining our prior written consent.

10. Governing law

- a. The contract between The Leading Edge and the client, its meaning and interpretation and the relationship between the parties are to be governed by the laws of the state of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.