

# Custom Subscription Service - Terms and Conditions

**These terms apply to the Custom Subscription Service and do not apply to any other product or service offered through Standards Australia's Store.**

## **1. General**

- 1.1 By ordering, accessing or using the Service or executing a Sales Order that references this Agreement, the Customer agrees to the terms set out in this Agreement and the Sales Order and must ensure that its Organisation Administrator(s) and Authorised Users agree and comply with these terms.
- 1.2 All Sales Orders (or Revised Sales Orders as applicable) are subject to and governed by this Agreement. To the extent of any inconsistency between this Agreement and any Sales Order (or Revised Sales Order as applicable), this Agreement will prevail.
- 1.3 This Agreement will override and supersede any terms or conditions contained within any purchase order provided by the Customer (as applicable).
- 1.4 Customers who access ISO or ISO/IEC Content acknowledge and agree that the Content is offered on a Pilot basis and Standards Australia does not guarantee that access to this Content will be offered on a permanent basis.

## **2. Term**

- 2.1 The Agreement commences upon the execution of a Sales Order (or Revised Sales Order as applicable) and continues for duration of the Subscription Term, unless renewed or terminated earlier as per the terms of this Agreement.
- 2.2 Upon expiry of the Subscription Term, the Customer may apply for a renewal of the Service. Standards Australia may vary the Service, the terms of the Agreement and the Fees upon renewal. Any renewal will be subject to agreement by the Parties and execution of a further Sales Order.

## **3. Order and Content Selection**

- 3.1 At the time of placing a Sales Order (or Revised Sales Order as applicable), the Customer shall specify the number of User Licences and Publications Licences required:
  - (a) It is the responsibility of the Customer and the Organisation Administrator to assign the relevant User Licences and Publication Licences to the relevant Content Module, as described in the User Guide pursuant to clauses 3.2 and 7.3(b).

- (b) For ISO or ISO/IEC Content, the Customer must select the ISO or ISO/IEC Content that they wish to be included in their Service at the time of placing a Sales Order (or Revised Sales Order as applicable).
- 3.2 The Customer must provide Standards Australia with accurate information about:
  - (a) contact, postal, billing, residency, Authorised Users, and other information requested by Standards Australia for tax purposes and will keep this information up-to-date;
  - (b) the number of User Licences required for each unique Authorised User that will be accessing the Service, their email addresses and other information as requested by Standards Australia; and
  - (c) the number of Content Licences required.
- 3.3 The Customer must order a User Licence for each individual user that will access the Service.
- 3.4 Standards Australia reserves the right to:
  - (a) decline an order and refund the Customer any prepaid Fees; or
  - (b) to supply less than the quantity ordered, upon providing prior notice to the Customer and refunding any payment made for Content not supplied.
- 3.5 Standards Australia will issue the Customer with a Sales Order (or Revised Sales Order as applicable) setting out the particulars of the Service requested by the Customer, including the Subscription Term, Content, Fees, and payment terms.
- 3.6 The Customer can, through its Organisation Administrator, manage Content Modules by allocating Content Licences and User Licences through the Custom Subscription Management Feature pursuant to clause 7.3, and subject to clause 4.3.
- 3.7 Customer can subscribe to multiple Content Modules containing different publications and accessible to different Authorised Users.

## **4. Service Variation**

- 4.1 The Customer may request a variation to the Service during the Subscription Term in order to add additional Content Licences or additional User Licences to the Service. If Standards Australia approves the request, the Customer will be issued with a Revised Sales Order for the Customer's approval.
- 4.2 If the Customer agrees to a Service variation:
  - (a) The Customer will be charged the additional amount for the variation as set out in the Revised Sales Order (Customers should note that the pricing for additional content may be different to the original subscription price and will depend on the type of publications); and
  - (b) The variation payment must be paid in accordance with the Revised Sales Order.
- 4.3 The Customer cannot remove or swap Content once added to the Service or reduce the number of User Licences ordered during the Subscription Term.
- 4.4 As part of the Service, Standards Australia may, from time to time, update the Content by adding revisions or amendments.
- 4.5 Standards Australia may vary, modify or update the format of the Content or vary, modify, update, or discontinue the Service. Standards Australia will provide notice to the Customer of such update, modification, or discontinuation.
- 4.6 The Customer may cancel or terminate the Service, if a variation in accordance with clause 4.5 detrimentally affects the Customer's use of the Service, within 14 days of the variation

becoming effective. Standards Australia will refund the Customer on a pro-rata basis any Fees prepaid for any remaining unused Subscription Term calculated at the date of variation.

- 4.7 If the Service is discontinued, the Customer will be provided with a refund on a pro-rata basis of any Fees prepaid for the remaining unused Subscription Term, calculated at the date of termination.

## 5. Fees and Payments

- 5.1 The Customer agrees to pay the Fees in accordance with the payment terms set out in the Sales Order (or Revised Sales Order as applicable).
- 5.2 All Fees as set out in the Sales Order (or Revised Sales Order as applicable) are non-cancellable and non-refundable for change of mind.
- 5.3 If GST is payable on a taxable supply made by Standards Australia to a Customer, Standards Australia may recover from the Customer the amount of GST in addition to any Fee otherwise payable or provided for the supply.
- 5.4 For a taxable supply made by Standards Australia to a Customer, the Customer must make the payment of GST at the same time and in the same manner as it provides for the Fee for the relevant supply.
- 5.5 It is the Customer's responsibility to respond truthfully and accurately to the information requested by Standards Australia to allow Standards Australia to determine if GST applies to its supply of products and services.
- 5.6 The Customer must keep their resident status updated and provide accurate information to Standards Australia at the point of sale to enable Standards Australia to determine or assess whether GST applies.
- 5.7 Customers which are located outside Australia are responsible for the payment of any applicable taxes, charges, surcharges or levies applied to the Service in their jurisdiction to their local tax authorities.
- 5.8 The Customer acknowledges and agrees that the Fees and pricing information included in any Sales Order (or Revised Sales Order as applicable) is commercial-in-confidence and the Customer will not disclose this information to any person without Standards Australia's consent.
- 5.9 Standards Australia uses third-party Payment Gateway providers for online payment card transactions made via Standards Australia Store and for payment of invoices via a payment card online or by phone.
- 5.10 By ordering the Service or paying a Standards Australia issued invoice online or by phone, the Customer acknowledges the following:
- (a) The Customer will be directed to a Gateway Provider.
  - (b) The Customer must submit a current, valid, acceptable method of payment to the Gateway Provider (**Payment Method**).
  - (c) The Customer's payment card details are submitted to the Gateway Provider and cannot be viewed by Standards Australia.
  - (d) Standards Australia will receive certain information about the Customer from the Gateway Provider including payment card details in a masked format and the Customer's name and IP address to enable Standards Australia to provide products and services to the Customer.

- (e) Standards Australia cannot guarantee the performance or availability of any Gateway Provider.

5.11 Standards Australia may change or increase the Fees payable if the Subscription Term is renewed or extended. The Customer will be notified of any Fee changes and issued with a new Sales Order for acceptance.

## **6. Accounts**

6.1 The Customer and its Authorised Users are required to log into their own individual Account to access or use the Service. The Customer and its Authorised Users will be required to use their individual assigned username and create a secure password for access to each of the Accounts. Generic or shared logins are not permitted.

6.2 Customers and Authorised Users must not share, provide access to or disclose their login credentials to any individual or organisation (including other Customers or Authorised Users).

6.3 By accessing and using the Service the Customer represents and warrants and will ensure that its Authorised Users:

- (a) will keep their login and password confidential and secure;
- (b) will use the Service only for the purposes set out in this Agreement; and
- (c) will be fully responsible and liable for all activities that occur in the Account.

6.4 The Customer and the Authorised User(s) must:

- (a) immediately notify Standards Australia of any unauthorised use of the password or Account or any other breach of security; and
- (b) log out of their Account at the end of each session.

6.5 The Customer or the Authorised User must not impersonate any person or entity, or misrepresent their association with a person or entity.

## **7. Authorised Users and Organisation Administrator**

7.1 The Customer may nominate Authorised Users up to the number of User Licences permitted, as set out in the Sales Order (or Revised Sales Order as applicable) to access the Service who:

- (a) are using a company email address assigned to them by the Customer's organisation;
- (b) are a natural person and an employee (including a direct or fixed term employee) of the Authorising Customer's organisation. Sub-contractors and consultants of the Customer's organisation are not permitted;
- (c) will be required to log into their own Account with Standards Australia in order to access the Service; and
- (d) agree to comply with the User Agreement.

7.1A Authorised Users may include employees of related bodies corporate of the Customer and upon request, the Customer must provide accurate records to demonstrate its compliance with clauses 7.1 and this 7.1A.

7.2 The Customer must at all times ensure that its Authorised Users comply with the terms of this Agreement and the User Agreement. The Customer acknowledges that if an Authorised User does not comply with their User Agreement, Standards Australia may terminate the Authorised User's User Agreement and disable their access to the Service, in accordance with the User Agreement.

- 7.3 The Customer must designate an Organisation Administrator to liaise with Standards Australia on behalf of the Customer as the primary contact.
- (a) The Organisation Administrator must comply with and the Customer must ensure that the Organisation Administrator complies with the terms of this Agreement.
  - (b) The Organisation Administrator is responsible for managing and administering the Content Modules and the Service generally through the Custom Subscription Management Feature on behalf of the Customer.
  - (c) The Customer may substitute another natural person as the relevant Organisation Administrator as required by providing written notice to Standards Australia.
- 7.4 If an Authorised User changes their role or ceases employment with the Customer, the Customer may substitute another natural person as the relevant Authorised User. The Customer must not otherwise change Authorised Users or permit any sharing of an Authorised User's access rights.
- 7.5 The Customer may only register the same Authorised User once during a Subscription Term. The Customer may not substitute an Authorised User with a person who was a previous Authorised User during the same Subscription Term without purchasing an additional user licence.
- 7.6 If the Authorised User's employment with the Customer terminates, the Customer must notify Standards Australia, and Standards Australia will discontinue that Authorised User's access to the Service.
- 7.7 Once an Authorised User is removed from the Service, all access by that Authorised User to the Service and Content will be disabled. The Authorised User must delete all copies of any Content accessed via the Service from all devices used to access the Content and destroy any saved, downloaded, or printed copies of the Content.
- 7.8 The Customer acknowledges that Standards Australia may communicate directly with the Customer's Authorised Users about the Service, their Account and for any other communication that the Authorised User subscribes to. The Customer provides its consent to such communications being sent, and further represents and warrants that it has obtained any relevant consent from its Authorised Users.

## 8. Intellectual Property

- 8.1 The Customer agrees and will ensure that its Authorised Users:
- (a) agree and acknowledge that Standards Australia and its licensors are, and will remain, the owners of all Intellectual Property Rights in the Service and Content;
  - (b) must comply with any copyright notices related to the Service and Content; and
  - (c) must not remove, alter or obscure any ownership, copyright, trademark, confidentiality or other marks or legends (including any digital watermark or other digital rights management tool) on or in the Service and Content.

## 9. Licence

**Key term summary: This clause is important to note because it sets out conditions and limitations on the Customer's and Authorised Users' use of the Service and Content. The Customer must ensure that Authorised Users only access the Service and Content for the Customer's business purposes and only use and access them via their Account on one device at a time. The User must not: share their Account or the Content with others, modify the content, use the Content on**

**concurrent devices or upload or store the Content on a Network. Additional restrictions apply on download and use of the Protected PDF.**

- 9.1 In consideration of the payment of Fees, and subject to the conditions set out in this Agreement, the Sales Order(or Revised Sales Order as applicable) and the User Agreement, Standards Australia grants the Customer a non-exclusive, non-transferrable, non-sublicensable, revocable, limited licence to access through its Authorised Users the Service and Content for the duration of the Subscription Term or any lesser period as provided in this Agreement or the User Agreement.
- 9.2 The Customer acknowledges and agrees that and will ensure that its Authorised Users acknowledge and agree that they may:
- (a) use and access the Service and Content in accordance with the User Guide;
  - (b) view the Content online via their Account on one (1) device at a time;
  - (c) add notes and highlights to the Content;
  - (d) download and open the Content in Protected PDF format for up to 30 days. The Authorised User must connect to their Account every 30 days to unlock the Protected PDF; and
  - (e) print Content from the Protected PDF.
- 9.3 The grant of licence in clause 9.1 and 9.2 is subject to the following additional conditions:
- 9.3.1 The Customer must and must ensure that its Authorised Users must:
- (a) only use the Service and Content for the Customer's internal business purposes (excluding the business purposes of the Customer's related entities, associates, shareholders and subcontractors); and
  - (b) keep the Service and Content secure and preserve the integrity, functionality or usability of the Service and Content and Standards Australia's Intellectual Property Rights.
- 9.3.2 The Customer is not permitted and must not permit its Authorised Users to:
- (a) copy, cut, paste, or print screen the whole or any part of the Content;
  - (b) use or access the Service or Content on concurrent devices;
  - (c) forward, email, reproduce, distribute, share, communicate or grant access to the Service, or the Content to any other person;
  - (d) upload, store or use the Content on a Network;
  - (e) modify, merge, adapt, translate, embed, rent, lease, loan, sell, sublicense, assign or otherwise exercise any Intellectual Property Rights in the Service or Content or parts of the Service or Content (except to the extent specifically provided by clause 9.2 of this Agreement);
  - (f) reverse engineer the Service or any platforms on which the Service operates;
  - (g) circumvent or bypass any technological protection measures in or relating to the Service, disable, impair, or damage the Service or attempt to do so.
- 9.3.3 The Customer must not, and must ensure its Authorised Users do not, submit any material to their Account, the Service or any platforms on which the Service operates that:
- (a) contains any virus, malware or other damaging material;

- (b) infringes or breaches the right of a third party (including Intellectual Property Rights, confidentiality or privacy rights);
- (c) is inappropriate, unlawful, defamatory, abusive, tortious, offensive, discriminatory, or threatens, intimidates or harasses any person; or
- (d) is deceptive or misleading, involves or promotes any illegal activity, or is otherwise contrary to any applicable laws, codes or policies of Standards Australia, or any other agreement with Standards Australia.

## 10. Audit and Records

**Key term summary:** This clause important to note because it sets out circumstances where Standards Australia may monitor and audit the Customer's and its Authorised Users' use of the Services. If upon conducting an audit, Standards Australia determines that the Customer's use of the Service exceeds the number of User Licences as set out in the Sales Order (or Revised Sales Order as applicable), Standards Australia will charge the Customer and the Customer must pay an additional Fee and Standards Australia may also terminate this Agreement.

- 10.1 Standards Australia may remotely monitor the Customer's use of the Service to verify compliance with the Agreement and Sales Order (or Revised Sales Order as applicable).
- 10.2 The Customer acknowledges that in order to monitor the Customer's use of the Service Standards Australia will need to access relevant information to obtain confirmation as to which Authorised User(s) are using the Service, that the Customer consents to and will obtain the necessary consents for the collection of such information, and that any personal information accessed as a result will be dealt with in accordance with clause 12 of this Agreement.
- 10.3 The Customer must maintain complete and accurate records of its use of the Service. Standards Australia may upon reasonable notice to the Customer, once per 12 month period, request access to and audit the Customer's records to verify compliance with this Agreement.
- 10.4 If upon conducting an audit, Standards Australia determines that the Customer's or its Authorised Users' use of the Service exceeds the number of User Licences as set out in the Sales Order (or Revised Sales Order as applicable), Standards Australia will charge the Customer and the Customer must pay an additional Fee corresponding to additional number of user licenses used and Standards Australia may also terminate this Agreement in accordance with clause 13.2.
- 10.5 If Standards Australia determines that the Customer's or its Authorised Users' use of the Service is in violation of this Agreement or the User Agreement, Standards Australia may suspend or terminate the Service in accordance with clause 13.

## 11. Limitation of Liability

**Key term summary:** This clause sets out important terms that may limit Standards Australia's liability under this Agreement. It does not however, limit liability or alter the Customer's rights as a Consumer that cannot be excluded under applicable law, including any of the non-excludable requirements of the Australian Consumer Law.

- The Service is provided "as is" and "as available". Standards Australia disclaims all warranties. The entire risk arising out of the Customer's and its Authorised Users' use of the Service, and Content remains solely with Customer.
- To the extent Standards Australia is entitled to do so, Standards Australia limits its liability for a failure to comply with a consumer guarantee under the Australian

**Consumer Law to the supply of the relevant Service again, or the payment of the cost of resupplying the Service.**

- **In all other circumstances, Standards Australia's liability (if any) to the Customer and its Authorised Users is limited to issuing a refund, or resupplying the Service (as applicable).**
- **Standards Australia excludes liability for indirect, incidental, special, exemplary, punitive or consequential damages, liability arising out of the Customer's or its Authorised Users' use of or reliance on the Service or inability to access or use the Service, delay or failure in performance resulting from causes beyond Standards Australia's reasonable control.**

#### 11.1 Limitation subject to Australian Consumer Law

The limitations and disclaimer in this section 11 do not purport to limit liability or alter the Customer's rights as a Consumer that cannot be excluded under applicable law, including any of the non-excludable requirements of the Australian Consumer Law.

#### 11.2 Disclaimer

11.2.1 Except as required of Standards Australia under the consumer guarantees in the Australian Consumer Law, the Service is provided "as is" and "as available". Standards Australia disclaims all warranties, including any implied warranties of merchantability, fitness for a particular purpose and non-infringement, and makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Service or any Content requested by Customer through the use of the Service, or that the Service will be uninterrupted or error-free. Customer agrees that the entire risk arising out of its and its Authorised Users' use of the Service, and Content requested through the use of the Service, remains solely with Customer, to the maximum extent permitted under applicable law, including the Australian Consumer Law.

#### 11.3 Liability

11.3.1 If the Customer is acquiring any goods or services supplied under this Agreement as a Consumer, those goods and services come with guarantees under the Australian Consumer Law. To the extent Standards Australia is entitled to do so, Standards Australia limits its liability for a failure to comply with a consumer guarantee under the Australian Consumer Law to:

- (a) in the case of any goods supplied to the Customer under this Agreement, at Standards Australia's option, the replacement of the relevant goods or the repair of the goods, or the payment of the cost of replacing the goods or of acquiring equivalent goods; and
- (b) in the case of any services supplied to the Customer under this Agreement, at Standards Australia's option, the supply of the relevant services again, or the payment of the cost of resupplying the services.

11.3.2 In all other circumstances, Standards Australia's liability (if any) to the Customer and its Authorised Users is limited to issuing a refund, or resupplying the Service (as applicable).

#### 11.4 Exclusion of Liability

11.4.1 Standards Australia's liability to the Customer for a breach of any condition, warranty or term of this agreement that is not a breach of a consumer guarantee under the Australian Consumer Law is also limited in the following way:

- (a) Standards Australia shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, death, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the Service, even if Standards Australia has been advised of the possibility of such damages.



- (b) Standards Australia shall not be liable for any damages, liability or losses arising out of the Customer's or its Authorised Users' use of or reliance on the Service or inability to access or use the Service, even if Standards Australia has been advised of the possibility of such damages.
- (c) Standards Australia shall not be liable for delay or failure in performance resulting from causes beyond its reasonable control.

## 12. Privacy and Confidentiality

**Key term summary:** This clause sets out important terms regarding Standards Australia's use of data about Customers and Authorised Users. Customers and Authorised Users should note that, by agreeing to Standards Australia's Privacy Policy, data about Customers and Authorised Users, or data provided by Customers and Authorised Users, may be provided to third parties in a form that may enable the third party to identify those individuals. The Customer must obtain any consent from, and make all disclosures which are required to its Authorised Users, to disclose to Standards Australia and for Standards Australia to handle its Authorised Users' personal information, in accordance with Standards Australia's Privacy Policy.

- 12.1 By placing an order, accessing or using the Service or otherwise contacting Standards Australia, the Customer agrees and acknowledges and will ensure that the Authorised User agrees and acknowledges that the Customer and Authorised User's personal information will be collected, used, disclosed and held in accordance with Standards Australia's Privacy Policy, which may be updated by Standards Australia from time to time.
- 12.2 The Customer must obtain any consent from, and make all disclosures which are required to its Authorised Users, to disclose to Standards Australia and for Standards Australia to handle its Authorised User's personal information, including name, email addresses, phone numbers, and other information, in accordance with Standards Australia's Privacy Policy.
- 12.3 The Sales Order (or Revised Sales Order as applicable), including the pricing, and the terms of this Agreement is confidential information of Standards Australia and the Customer and its Authorised Users agree to not disclose this information to any third party without Standards Australia's express written consent.

## 13. Termination and Suspension

**Key term summary:** This clause is important to note because it sets out circumstances where Standards Australia may suspend a Customer's and Authorised Users' access to the Service or terminate this Agreement. In particular, Standards Australia does not guarantee that the Service will be free of disruption or error. The Service or any portion of the Service, may be unavailable from time to time, and occasional disruptions and outages may occur. Standards Australia may terminate this Agreement (or any Service or licence granted to Customers and Authorised Users) for any reason with 30 days' prior written notice to the Customer or Authorised User. In this case, Customers will be refunded on a pro-rata basis for the unused Subscription Term at the end of the notice period. When this Agreement terminates (or expires), Customers and Authorised Users will no longer be able to use the Service or Content and must remove, destroy or delete all copies of any Content held by the Customer (and its Authorised Users).

### 13.1 Suspension

- 13.1.1 The Customer acknowledges that the Service or any portion of the Service, may be unavailable from time to time, and occasional disruptions and outages may occur, including

system failure or other events beyond the reasonable control of Standards Australia such as outages and disruptions caused by third parties.

- 13.1.2 Standards Australia will use reasonable efforts to fix faults and disruptions in a timely manner.
- 13.1.3 Standards Australia may suspend access to an Account, Service, or Content to perform scheduled maintenance, fix any faults, defects or other irregularities in the Service and will, subject to clause 13.1.4 use its reasonable efforts to give the Customer advance notice of such suspension. Where reasonably practicable, Standards Australia will schedule maintenance in a way to minimise disruption to the Customer.
- 13.1.4 Standards Australia may need to temporarily suspend access to an Account, Service, or Content without providing advance notice to the Customer, in order to perform emergency maintenance or where reasonably necessary to protect Standards Australia's legitimate interests.
- 13.1.5 If the Customer has experienced a significant disruption to their Service due to Standards Australia suspending access for an event that is within Standards Australia's reasonable control, in accordance with clause 13.1.3 and / or 13.1.4 above, the Customer is entitled to claim a pro-rata refund of pre-paid Fees, based on the number of days the Service was unavailable.

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- 13.1.6 If the Customer or Authorised User (as applicable) breaches any term of this Agreement or the User Agreement, or fails to make a payment when due, Standards Australia has the right to suspend the Customer's and any Authorised User's access to the Service or Content or disable the use of a feature of the Service until, the relevant breach, or failure is remedied.

## 13.2 Termination

- 13.2.1 Standards Australia may terminate this Agreement, the Sales Order (or Revised Sales Order as applicable), Service or licence granted to the Customer and/or any one or more Authorised Users (if applicable) under this Agreement:
  - (a) immediately upon non-compliance by the Customer or Authorised User (as applicable) with this Agreement (including any breach of clauses 6, 7, 8, 9, 12.2 or 12.3 of this Agreement) and/or the User Agreement, if:
    - i. the Customer or Authorised User (as applicable) fails to rectify that non-compliance within 14 days of written notice from Standards Australia requiring the non-compliance to be rectified; or
    - ii. the non-compliance is incapable of being rectified;
  - (b) upon 14 days' prior written notice if Customer fails to pay any invoice or instalment by the due date; or
  - (c) for any reason with 30 days' prior written notice to the Customer or Authorised User (as applicable), and providing a refund to the Customer on a pro-rata basis of any Fees for any remaining unused Subscription Term at the end of the 30 day notice period.
- 13.2.2 The Customer may terminate this Agreement and the Sales Order (or Revised Sales Order as applicable) if:
  - (a) Standards Australia is in breach of this Agreement and fails to rectify that breach within 30 days of written notice from the Customer requiring the breach to be rectified;
  - (b) Standards Australia varies the terms of this Agreement, in accordance with clause 14.2;
  - (c) Standards Australia varies the Service in accordance with clause 4.6.

- 13.2.3 Upon termination or expiration of this Agreement, the Sales Order (or Revised Sales Order as applicable) or the Service, the Customer and Authorised Users (as applicable):
- (a) will no longer have access to the Service and Content, or updates included in the Service. The Customer will notify its Authorised Users that their access to the Service has terminated;
  - (b) will no longer have access to any Customer data, including user lists, notes, highlights and bookmarks made by the Customer and Authorised Users on or in relation to the Content;
  - (c) must immediately cease, and ensure that all Authorised Users immediately cease, any and all use of the Service and Content; and
  - (d) must remove, destroy or delete all copies of any Content accessed via the Service from all devices used to access the Content and destroy any saved, downloaded or printed copies of the Content and, upon request by Standards Australia, provide undertakings to Standards Australia that they have done so.

### 13.3 **Survival**

The following sections of this Agreement will survive any termination or expiration of this Agreement: Clause 8 (Intellectual Property), Clause 9 (Licence), Clause 11 (Limitation of Liability), Clause 12 (Privacy and Confidentiality), and Clause 13 (Termination and Suspension).

## 14. **Contract variation**

- 14.1 Standards Australia may vary the terms of this Agreement and the User Agreement at any time. Standards Australia will give the Customer reasonable advance notice of the variation.
- 14.2 In the event of a material change to the Agreement that detrimentally affects the Customer's interests under this Agreement, the Customer may terminate this Agreement if it does not agree to the variation within 14 days of the variation becoming effective. In which case, Standards Australia will refund the Customer on a pro-rata basis any Fees prepaid for any remaining unused Subscription Term calculated at the date of variation. The Customer must notify its Authorised Users of this termination.
- 14.3 Subject to clause 14.2, the Customer's or its Authorised Users' continued access after the effective date of the variation constitutes the Customer's consent to be bound by the terms as varied.

## 15. **Feedback**

- 15.1 The Customer acknowledges that Standards Australia may seek feedback from the Customer about the Service, Content or Standards Australia by contacting the Customer via email, phone or through their Account and provides its consent to such contact. The Customer is not obligated to provide feedback.
- 15.2 If the Customer provides any feedback, suggestions, enhancement request, recommendation, corrections or comments about the Service, Content or any of Standards Australia's products or services (**Feedback**), the Customer grants to Standards Australia a non-exclusive, worldwide, transferrable, sub-licensable, royalty-free, perpetual, and irrevocable licence to use, reproduce, modify, commercialise, distribute, communicate and incorporate into its services any Feedback.

## 16. No Assignment

The Customer must not assign, novate or subcontract this Agreement or any part of it without Standards Australia's prior written consent.

## 17. Force Majeure

17.1 If a party to this Agreement is affected, or likely to be affected, by a Force Majeure Event that party must as soon as reasonably possible give the other party notice of that fact including:

- (a) full particulars of the Force Majeure Event;
- (b) an estimate of its likely duration;
- (c) the obligations affected by it and the extent of its effect on those obligations; and
- (d) the steps taken to rectify it.

17.2 The obligations under this Agreement of the party giving the notice are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.

## 18. Severability

If any part of the Agreement is determined to be unenforceable, that part will be modified to render it enforceable to give effect to the parties' intentions and the remaining part of the Agreement will not be affected.

## 19. Governing Law

The laws of the State of New South Wales, Australia govern this Agreement and any Sales Order (or Revised Sales Order as applicable) formed under it. The Customer and Standards Australia irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of the State of New South Wales in respect of all matters arising out of or relating to these terms, their performance or subject matter.

## 20. Definitions

**Account** means a registered account with Standards Australia, accessed via the Service.

**Agreement** means this Custom Subscription Service Agreement and the Sales Order.

**Authorised User** means an individual natural person end user who holds and maintains an active Account and is authorised by the Customer to access (including to view) or use the Service that has been ordered by the Customer.

**Consumer** means a 'Consumer' as defined in the Australian Consumer Law, contained in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Content** means any Standards Australia publication or ISO or ISO/IEC publication accessible via the Service.

**Content Licence** means the licence granted by Standards Australia to the Customer and its Authorised Users, pursuant to clause 9, to access certain Content.

**Content Module** means a module comprised of a certain volume of Content Licences of a particular content type (such as AS or AS/NZS; ISO or ISO/IEC), allocated to a certain volume of User Licenses, and under a certain licence type (such as a named user licence).

**Customer** means a person and entity who orders the Service (including on behalf of an organisation) from Standards Australia.

**Custom Subscription Management Feature** means the feature provided in the Service, which provides the Organisation Administrator with certain administrative functions to manage the Content Modules and Service on behalf of the Customer, including to assign Authorised Users to User Licences and Content to Content Licences.

**Fee(s)** means the amount payable by the Customer for the Service as set out in the Sales Order.

**Force Majeure Event** means any event that as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations (other than a payment obligation) under this Agreement and that is beyond the reasonable control of that party, including pandemic (including COVID-19), epidemic, forces of nature, an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance, currency restriction, embargo, action or inaction by government, a failure of a supplier, public utility or computer disruption due to a virus or other malicious code or cyber-attack.

**Gateway Provider** has the meaning given in clause 5.9 and 5.9.

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

**Intellectual Property Rights** means all present and future rights conferred by statute, at common law or in equity and wherever existing, including:

- (a) copyright, trade marks, brand names, domain names, product names, patents, designs, know how, inventions, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
- (b) any application or right to apply for registration of any of these rights;
- (c) any registration of any of these rights or any registration of any application referred to in paragraph (b); and
- (d) all renewals and extensions of these rights.

**Network** means any public, private or corporate network including intranets and document sharing platforms.

**Organisation Administrator** means an individual who is an employee of the Customer and is duly authorised to act on behalf of the Customer to manage the relationship between Standards Australia and the Customer.

**Payment Method** has the meaning given in clause 5.10(b).

**Pilot** means a trial service for a limited period which is provided subject to all defects and failures in functionality and continuity, and where Standards Australia may need to modify, update, or discontinue the Service at any time on a permanent or interim basis.

**Privacy Policy** means Standards Australia's Privacy Policy as amended from time to time and available at <https://www.standards.org.au/privacy-policy>.

**Protected PDF** means a secured PDF file, with restrictions on download and use as set out in clause 9.2.

**Related Bodies Corporate** has the same meaning as defined in section 50 of the *Corporations Act 2000* (Cth).

**Revised Sales Order** means, the document by that name, that amends or varies the Service of an Sales Order.

**Sales Order** means, the document by that name, that sets out details of the Service, including payment terms, Content, User Licences and Subscription Term.

**Service** means the subscription service as described in the Sales Order, that entitles the Customer and Authorised Users to access the Content during the Subscription Term and includes any platform that this service is provided on.

**Standards Australia** means Standards Australia Limited.

**Standards Australia Store** means the online store located at <https://www.store.standards.org.au>.

**Subscription Term** means the Subscription Term set out in the Sales Order.

**User Agreement** means the Custom Subscription Account User Agreement provided to the Customer with the Sales Order and as amended from time to time and available at [https://info.store.standards.org.au/hubfs/store/CSA\\_User\\_Agreement.pdf](https://info.store.standards.org.au/hubfs/store/CSA_User_Agreement.pdf).

**User Licence** means the licence granted by Standards Australia, under which Authorised Users may access Content pursuant to the Service.

**User Guide** means the user guide document(s) made available to the Customer Organisation Administrators and Authorised Users as amended from time to time.

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