

Corporate Cupid Terms and Conditions 2020

Willella & Associates Pty Ltd trading as **Corporate Cupid (CC)**

ABN 38 614 713 807

The Member agrees to the terms conditions and stipulations herein without alteration.

A. The Member

A1. The Member is seeking to meet other members of the same or opposite sex with the view to developing a friendship, which may or may not lead to a lasting relationship. The Member declares that the Member is not in a relationship.

B. The Service

B1. CC offers a service ("Service") whereby it aims to connect the Member with other members by exchanging personal information between the Member and another member ("Introduction"). Following an Introduction, the Member and another member may then choose to arrange a meeting together ("Meeting"). CC accepts the Member as a member to which this Service shall be offered.

B2. The Member shall, subject to the terms of this agreement, be entitled to receive the Service from the date this agreement is executed, subject to clause C1.

B3. Where CC determines from time to time (based in the information obtained from the Member and another member) that there may be a level of compatibility between the Member and another member, CC may facilitate an Introduction between the Member and another member, namely by providing information about the Member to another member (and vice versa), with a view that the Member and the other member arrange a Meeting. Such information may or may not include a photograph of the Member or another member. In order to allow CC to make an informed decision as to the Member's suitability for another member, the Member agrees to provide CC with all relevant information reasonably requested by CC together with a clear indication of the criteria the Member considers important in a partner. The Member agrees and acknowledges that such information and criteria may broaden or narrow the number of Introductions that are available to the Member.

B4. CC cannot and does not guarantee the accuracy of the information provided to it by its members. The Member agrees that CC is not liable for any loss or damage of any sort incurred as a result of the information provided to the Member by CC in relation to another member and any subsequent dealings the Member has with another member.

B5. Subject to the level of the Member's membership at any given time and the Member's information and criteria referred to above at clause B3, CC will endeavour to provide the Member with Introductions. However, the Member acknowledges and agrees that:

- a) CC does not provide the Member with any guarantee as to the number or frequency of Introductions the Member will receive, or the time period within which the Member will receive an Introduction; and

- b) CC does not provide the Member with any warranty or representation in respect of or in connection with any other member.

The Member may not unreasonably refuse a Meeting unless the Member has the right under the membership terms. The Member acknowledges that where he/she is provided with an Introduction, and then unreasonably refuses to attend a Meeting with the other member to which that Introduction relates, that Introduction will still constitute an Introduction for the purposes of the Member's membership.

B6. The Member acknowledges and agrees that the Member shall only be entitled to receive Introductions if the Member has paid the Fee and CC has received the Fee in full, or where an alternative mutual payment agreement has been established between CC and the Member in accordance with clause C3.

B7. The Member must not make him/herself available for a Meeting if the Member is in a relationship with another person. If CC considers in its sole discretion that the Member is at any time in a relationship, and this has not been notified to CC in a timely fashion, CC reserves the right to terminate the Member's membership with immediate effect, subject to the provisions contained in clause C.

B8. The Member undertakes and warrants that all information the Member provides to CC under this agreement is true, correct, current, accurate and complete in all respects and the Member indemnifies and holds CC, its agents, employees, contractors, officeholders and shareholders ("CC Personnel") harmless against any and all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatsoever, including reasonable legal fees ("Claims"), made by any third party or incurred by or suffered by CC or any CC Personnel which arise directly or indirectly from the use of that information by CC or any CC Personnel or by any third party (including any loss arising from negligent use of that information by CC or any CC Personnel). If any information provided to CC by the Member is found to be untrue, inaccurate, out of date, incomplete or misleading, CC has the right to terminate the Member's membership with immediate effect, subject to the provisions contained in clause C.

B9. The Member agrees and acknowledges that CC shall not be liable in any respect whatsoever for the actions, conduct, health or quality of any other member.

B10. The Member acknowledges and agrees that the Member may be exposed to personal risk during a Meeting or subsequent meeting with another member, and the Member agrees and acknowledges that at all times, the Member is the sole and absolute responsibility of the Member (and under no circumstances whatsoever the responsibility of CC) to protect the Member's own interests and to maintain the Member's own safety, health and well-being.

B11. The Member acknowledges and agrees that CC owes no duty of care to the Member in relation to the Service provided to the Member.

B12. The Member warrants that it will not transfer or assign any of its rights or obligations under this agreement.

B13. CC may transfer or assign its rights and obligations under this agreement at any time without restriction and without the consent of the Member, and upon doing so is relieved of any further obligations under this agreement.

B14. The Member indemnifies and holds CC and all CC Personnel harmless from and against any and all Claims arising out of, or resulting from, or in connection with the Services supplied by CC under this agreement (including in respect of any negligence of CC and any CC Personnel).

B15. Any indemnity or release granted by the Member to CC and CC Personnel under this agreement shall be construed as being in favour of CC and any and all CC Personnel, and being in relation to any Claim which is made against one or more or any of the aforementioned.

B16. Amendments to the terms specified in this agreement may be

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made by CC from time to time. Any amendments to this agreement will be notified in writing by CC to the Member. All amended terms will automatically be effective immediately. The Member's continued membership for the Service pursuant to this agreement, as amended, following the notification of any amended terms, shall constitute acceptance of those amendments. If the Member does not agree with such amendments, the Member may terminate its membership with CC.

B17. CC reserves the right at all times to alter any of its products and services (including the Service) in its absolute discretion and in any manner it determines, and without the need to provide any notice to the Member. In the event CC does make an alteration to its products and services (including the Services), the Member agrees and acknowledges that the Member will not be entitled to any compensation. If the Member does not agree with such alterations, the Member may terminate its membership with CC, however the Member agrees and acknowledges that the Member will not be entitled to a refund of the Fee except in accordance with clause C4. B18. The parties to this agreement agree and acknowledge that they did not intend by this agreement to create any agreement, which is in whole or in part unlawful by any law of the Commonwealth or State, which applies from time to time in respect of this agreement. If at any time the terms and conditions of this agreement become unlawful then the parties agree that the terms and conditions of this agreement shall be amended by CC as is necessary in the discretion of CC to make this agreement lawful.

C. Payments by the Member

C1. CC shall not be obliged to provide any Service to the Member until the Member has paid, and CC has received in full, the total Fee due under this agreement in respect of the Service, unless an alternative mutual payment agreement has been established between CC and the Member as with in clause C3.

C2: In the event the Member cancels his/her membership during the Minimum Term, or his/her membership is terminated by CC in accordance with this agreement, the Member acknowledges that he/she remains liable for the full amount of the Fee which relates to the Minimum Term, and agrees to make payment of the full amount of the Fee which relates to the Minimum Term, despite the premature cancellation or termination of the membership. Where a Member is paying the Fee in instalments via direct debit, the full Fee, which relates to the Minimum Term, must be paid out before the direct debit arrangement is cancelled. At the request of the Member, the Member's membership may be placed on hold for a maximum period of three (3) months during the Minimum Term, however direct debit payments for the Fee will continue to be deducted until the full Fee for the Minimum Term is paid in full. Following the expiry of the Minimum Term, the Member may cancel his/her membership, by providing 30 days' notice of cancellation in writing to CC.

C3. Where an alternative mutual payment agreement is established between CC and the Member, the Member acknowledges and agrees the Member is liable to all terms associated with the payment agreement as agreed between CC and the Member, including but not limited to payment of the full Fee due under this agreement.

C4: A Member may cancel his/her membership at any time for any reason whatsoever, however the Member acknowledges and agrees that he/she is not entitled to any refund of the Fee, irrespective of the reason for which the Member's membership was terminated, except where a refund is agreed to by CC, or where CC has made an alteration to its products and services (including the Service), and that alteration is so significant that the fundamental basis of the product or the services (including the Service) is no longer as it was at the time the Member's membership commenced.

C5: Following the execution of this agreement, the Member is entitled to a 48 hour cooling off period, where the Member may cancel his/her membership. In addition to clause C2, any cancellations during this cooling off period will incur a \$150.00 administration fee.

D. Privacy Policy

D1. CC recognises the importance of protecting information that personally identifies the Member ("Personal Information"). CC is bound by the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles. This Privacy Policy relates to the collection and use of Personal Information the Member may supply to CC through the Member's voluntary participation in the provision of the Service or conduct on www.corporatecupid.com.au ("Site"). By choosing to participate in the Service and or by using the Site, the Member consents and agrees to this Privacy Policy. CC reserves the right, at its discretion, to modify or remove portions of this Privacy Policy from time to time. The Member should review this Privacy Policy periodically for any updates.

D2. In the course of voluntarily participating in the Service and using the Site, CC may collect the Member's Personal Information such as name, date of birth, address, email address, age, sex, marital status, contact details, occupation, preferences, personal interests, and financial information. The Member has the option to anonymously participate (by using a pseudonym for example) in the provision of the Service. If CC collects the Member's Personal Information from the Site, CC may also collect, for marketing purposes and to improve the functionality of the Site:

- a) the Member's server address;
- b) the Member's domain name;
- c) the date and time of the Member's visit to the Site;
- d) the pages the Member viewed and information downloaded;
- e) any previous sites visited by the Member; and
- f) the type of browser used by the Member.

D3. CC may collect your Personal Information using various means including, but not limited to:

- a) directly from the Member e.g. through the Site, membership or application forms;
- b) by voluntary completion of surveys or forms;
- c) from public domain e.g. the Member's business website;
- d) from authorised third party data sources and data lists for the purposes of conducting our Service;
- e) from social media networks where CC has a connection e.g. Facebook, LinkedIn, Twitter;
- f) from the Member's business partners/associates and employers; and
- g) by the Member's usage of the Site e.g. the pages visited and the links clicked.

D4. CC may use the Member's Personal Information to the extent that is reasonably necessary to carry out the Service including for the following purposes:

- a) to provide the Service to the Member;
- b) to send information updates, marketing materials and newsletters to the Member;
- c) to disclose the Member's Personal Information with other members of CC;
- d) to disclose the Member's Personal Information to other businesses who assist CC in providing the Service or who perform functions on CC's behalf;
- e) to verify the Member's identity and membership status;
- f) to conduct credit checks (if necessary); and
- g) to improve the Service, the Site and CC's directory.

D5. CC may disclose the Member's Personal Information to third parties but only for the purposes of providing the Service and for the purposes contemplated by the Member's use of the Site. These third parties may include:

- a) CC's agents or contractors;
- b) email marketing providers (worldwide);
- c) data collection and marketing providers (worldwide);
- d) CC's related entities; and
- e) CC's professional advisers.

D6. When CC discloses the Member's Personal Information with a third party, CC will require the third party to handle the Member's Personal Information in accordance this Privacy Policy and the

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Australian Privacy Principles.

D7. CC strives to ensure the security of the Member's Personal Information and CC takes reasonable steps to protect the Member's Personal Information from:

- a) misuse, interference and loss; and
- b) unauthorised access, modification or disclosure.

D8. CC will review and update its physical and data security measures in light of current technologies. Unfortunately, no data transmission over mobile data and communication services can be guaranteed to be totally secure. For security purposes, any Personal Information that CC receives and/or provides to third parties will be encrypted. In addition, CC's employees and contractors who provide services related to CC's information systems are obliged to respect the confidentiality of any Personal Information held by CC.

D9. CC will do everything reasonably within its power and control to prevent unauthorised use or disclosure of the Member's Personal Information. However, CC will not be held responsible for events arising from any unauthorised use or access to the Member's Personal Information.

D10. Whilst CC stores the Member's Personal Information in onsite servers, there may be some circumstances where the Member's Personal Information is stored on a remote, "Cloud" or offsite server. If CC stores the Member's Personal Information on a remote, "Cloud" or offsite server, CC will endeavour to protect the Member's Personal Information through security measures such as encryption.

D11. CC retains and stores the Member's Personal Information (whether onsite, offsite or on the Cloud) for a maximum of 12 months.

D12. CC will take reasonable steps to ensure that the Member's Personal Information that CC collects, uses or discloses is accurate, complete and up-to-date. However, the accuracy of the information held by CC largely depends on the accuracy of the information that the Member supplied to CC. If at any time the Member discovers that any information concerning the Member is inaccurate, out of date, incomplete, irrelevant or misleading, the Member will contact CC to correct the information.

D13. The Member consents to CC using the Member's Personal Information for marketing and promotions purposes. The Member can nominate to stop receiving these marketing materials at any time by sending an email to CC at the email address in D18 and CC will remove the Member from the mailing list.

D14. When the Member participates in the Service, the Member can opt to consent to CC providing the Member's Personal Information to third parties (such as CC's clients who engage CC to provide the Service) for marketing and promotions purposes. The Member can elect to stop the Member's Personal Information being provided to third parties for marketing and promotions purposes at any time by sending CC an email to the email address in D18.

D15. The Member's privacy is very important to CC and CC takes the matter very seriously. If the Member has any concerns about the Member's privacy or how the Member's Personal Information is being handled, the Member may contact CC at the email address in D18. CC will take steps to address the Member's concerns and provide the Member with a written response within 21 days. If the Member has a genuine reason to access the Member's Personal Information held by CC, CC will give access to the information in the manner requested, if it is reasonable and practicable to do so.

D16. When the Member visits the Site or participates in our Service online, the Site may send one or more Cookies - a small text file containing a string of alphanumeric characters - to the Member's computer that uniquely identifies the Member's browser. CC's servers may also record anonymous information such as the time, date and URL relating to the Member's use of the Site. Cookies, which are industry standard and are used by most web sites, including the Site, can facilitate a user's ongoing access to and use of a website. The use of Cookies will allow CC to customise the Site to the Member's needs, remember the Member's preferences and also assists CC in improving the performance of the Site. CC may engage third parties to analyse the information collected by cookies or perform statistics about usage of the Site. Sometimes, Cookies

may collect and store the Member's Personal Information. CC treats such information in the same manner as other Personal Information that the Member provides to CC. The Member can deactivate the Cookies by resetting the Member's web browser to refuse all Cookies or to indicate when a Cookie is being sent. However, the Site may not function properly if the Member disables the Cookies.

D17. From time to time CC may provide links to third party websites ("Linked Sites"). These Linked Sites are not under CC's control and CC does not accept responsibility or liability for the conduct of the Linked Sites or their businesses and the information available on the Linked Sites. CC recommends that the Member refers to the privacy policy of the Linked Sites before disclosing the Member's Personal Information to the Linked Sites.

D18. If the Member has any queries relating to this Privacy Policy or has any comments or feedback, the Member may contact CC at renee@corporatcupid.com.au.

E. Members Code of Conduct

E1. The Member understands that certain behaviour is expected of the Member and that a fundamental term (but not the only fundamental term) of this agreement is that the Member shall conduct himself or herself in a manner which is respectful of the other members and CC at all times, and in accordance with the terms of this agreement.

E2. If CC considers, in its sole discretion, that the Member has breached the terms of this clause E, or acted in a way which is contrary to the Members Code of Conduct as amended from time to time then CC may terminate the Member's membership with immediate effect, subject to the provisions contained in clause C, and thereafter CC will not be liable to the Member in any respect. The Member indemnifies and holds CC and all CC Personnel harmless in respect of any and all Claims arising out of, or resulting from, or in connection with any breach of the Members Code of Conduct by the Member or any breach of the terms of this agreement by the Member.

E3. The Member acknowledges and agrees that in using the Service the Member:

- a) will be courteous and respectful to all other members and to all CC Personnel;
- b) will not harass, threaten or abuse any other members or any CC Personnel;
- c) will be honest and respectful of all other members and all CC Personnel;
- d) will use reasonable means to protect all information provided to the Member by CC and will not allow such information to be provided to any person, member or entity without express permission of CC or the person to whom the information relates;
- e) will communicate with CC in a timely fashion and acknowledges that failure to do so may result in suspension or termination of its membership in accordance with clause C;
- f) will not do anything that is unlawful;
- g) will not engage in any activity that interferes with or disrupts the proper working of the Service;
- h) agrees to meet with other members and shall not unduly refuse a Meeting that is initiated by another member; and will contact the other member within 3 days of confirmation of the Introduction being sent. Each Introduction will count as one of the Member's Introductions regardless of whether a Meeting is arranged or whether the Member and the other member make contact.

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Accepted for and on behalf of CC:

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