

SOUTH AFRICAN USERS – [CLICK HERE FOR APPLICABLE TERMS OF USE](#)

AUSTRALIAN USERS – [CLICK HERE FOR APPLICABLE TERMS OF USE](#)

NEWSTRACK ONLINE PTY LTD
TERMS OF USE APPLICABLE TO SOUTH AFRICAN USERS

IN TERMS OF SECTION 11 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002 AND THE COMMON LAW OF CONTRACT, THESE TERMS OF USE ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE NEWSTRACK ONLINE WEBSITE OR USE THE SERVICE THROUGH THE NEWSTRACK ONLINE WEBSITE OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE YOU MUST LEAVE THE WEBSITE(S) IMMEDIATELY AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS OF USE.

DEFINITIONS AND INTERPRETATION

- a) **"Newstrack Online"** means Newstrack Online (Pty) Ltd, registration number 2006/038633/07 of The Firs, Craddock Ave, Rosebank, Johannesburg, Gauteng, South Africa, 2196.
- b) **"the Service"** means the online news monitoring service offered by Newstrack Online to Subscribers;
- c) **"Service Agreement"** means an agreement concluded between Newstrack Online and Subscribers for provision of the Service;
- d) **"Subscribers"** means parties who concluded a Service Agreement with Newstrack Online for the monitoring of online news;
- e) **"the Website"** means the Newstrack Online website, Newsletter, Application and RSS feeds, including the Service available on and through the aforementioned and any page, part or element thereof;
- f) **"User"** means any person who enters or uses the Website;
- g) **"Terms of Use"** mean the terms and conditions on which we make the Website available;
- h) References herein to the singular includes the plural and vice versa; and
- i) Hyperlinks herein to legal documents should be deemed part of these Terms of Use in terms of section 11(3) of the ECT Act. The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these Terms of Use.

1. GENERAL

Newstrack Online is an online news monitoring service available to Subscribers.

2. ALLOWED USE AND LICENSE

- 2.1 Newstrack Online licenses the User to view, download, and print the content of the Website and / or use the Service provided that such use is for private, personal, educational, and/or non-commercial purposes only.
- 2.2 Content from the Website and the Service may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Newstrack Online.
- 2.3 Users may only access, browse and use the Website and Service for legitimate personal or commercial purposes and may not use the Website or any Newstrack Online services and/or products for:
 - 2.3.1 Harmful purposes;
 - 2.3.2 Illegal purposes;
 - 2.3.3 Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, copyrighted, incorrect, untrue, prohibited, infringing or damaging to any person; and/or
 - 2.3.4 The creation, storage and sending of unsolicited commercial communications.

- 2.4 The caching of the Website shall only be allowed if:
- 2.4.1 The purpose of the caching is to make the onward transmission of the content from the Website more efficient;
 - 2.4.2 The cached content is not modified in any manner whatsoever;
 - 2.4.3 The cached content is updated at least every 12 (twelve) hours; and
 - 2.4.4 The cached content is removed or updated when so required by Newstrack Online.
- 2.5 If any User uses content from the Website or the Service in breach of the provisions detailed herein:
- 2.5.1 Newstrack Online reserves the right to claim damages from the User;
 - 2.5.2 Newstrack Online reserves the right to institute criminal proceedings against the User; and
 - 2.5.3 Newstrack Online shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 2.6 Hyperlinks to the Website from any other source shall be directed at the home page of the Website. Links beyond the Newstrack Online home page may only be used with Newstrack Online's prior written consent.
- 2.7 Newstrack Online shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Website, if such content, products or services was accessed through a hyperlink not directed at the home page of the Website. Persons that wish to link to pages beyond the home page of the Website without Newstrack Online's prior written consent shall do so at their own risk and indemnify Newstrack Online against any loss, liability, or damage that may result from the use of such hyperlinks. Newstrack Online's non-liability for deep linking is because deep links bypass these Terms of Use.
- 2.8 Users may quote small and reasonable amounts of content available from the Website as may be permitted within fair use principles under the applicable Copyright.
- 2.9 No person may, without the prior written consent of the Newstrack Online, frame the Website in any manner whatsoever.
- 2.10 Apart from bona-fide search engine operators and use of the search facility provided on the Website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Website for any purpose whatsoever, without the prior written consent of the Newstrack Online.
- 2.11 Email addresses, names, telephone numbers, and fax numbers published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Website may be used to communicate unsolicited communications to Newstrack Online and all rights detailed in section 45 of the ECT Act are reserved.
- 2.12 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Newstrack Online at any time without prior notice or reasons.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property on the Website, including but not limited to content, trademarks (or any confusingly similar trademarks), trade names, logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Newstrack Online and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in section 2, all other rights to intellectual property on the Website are expressly reserved.

- 3.2 No person shall amend, copy, use, decompile and / or reverse engineer the source code of the Website.
- 3.3 No person may use logos, icons, or trademarks from the Website as hyperlinks or other purposes without Newstrack Online's prior written consent.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Website and/or download content from the Website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the Website and the Service may be classified as "electronic transactions" as defined in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Newstrack Online has, amongst others, the duty to disclose the following information:

Full name and legal status of website owner	Newstrack Online (Pty) Ltd.
Office Bearer	Available on request.
Physical address	The Firs, Cradock Ave, Rosebank, Johannesburg, Gauteng, South Africa, 2196.
Postal address	PO Box 693, Northlands, Johannesburg, Gauteng, 2116.
Telephone number	+27 (0) 11 759 4100
Website address	http://www.newstrack.online or client site
Email address	info@newstrack.online
Membership of self-regulatory bodies	South African Media Monitoring and Measurement Association (SAMMA).
Code of conduct	N/A
Registration number	2006/038633/07
Place of registration	South Africa (ZA).
Physical address for receipt of legal service	The Firs, Cradock Ave, Rosebank, Johannesburg, Gauteng, South Africa, 2196.
Goods and services	Online news monitoring service delivered via an online portal, newsletter, RSS feed and applications to Subscribers.
Alternative dispute resolution	Subject to urgent and/or interim relief, all disputes regarding: i) access and use of the Website or Service; ii) the inability to access the Website; iii) the services and content available from the Website; or iv) these Terms of Use, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following website: www.arbitration.co.za
Complaints	info@newstrack.online
Security procedures	N/A
Privacy policy	See section 7 below.

Duration of agreement	As detailed in Service Agreement.
Cooling off rights	The cooling off provisions detailed in section 44 of the ECT Act do not apply to the Website or Service.

Pricing information and information regarding specific transactional arrangements are available upon request.

6. CHANGES AND AMENDMENTS

Newstrack Online reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- 6.1 change these Terms of Use;
- 6.2 change the content and/or Service available from the Website;
- 6.3 discontinue any aspect of the Website or Service(s) available from the Website; and/or
- 6.4 change the software and hardware required to access and use the Website.

7. PRIVACY

- 7.1 Newstrack Online subscribes to the principles for electronically collecting personal information as outlined in section 51 of the ECT Act and only processes personal information in accordance with the Protection of Personal Information Act No. 4 of 2013 ("POPI"). In respect of users situated within the European Union, Newstrack Online only processes personal information in accordance with the Regulation (EU) 2016/679 — protection of natural persons with regard to the processing of personal data and the free movement of such data ("General Data Protection Regulation" or "GDPR").
- 7.2 Newstrack Online shall take all reasonable steps to protect the personal information as well as the payments and payment information of Users, and for the purpose of this clause, "*personal information*" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA), POPI and GDPR.
- 7.3 Newstrack Online may electronically collect, store and use the payment information of Subscribers, as well as the following personal information of Users:
 - 7.3.1 name and surname;
 - 7.3.2 area code;
 - 7.3.3 street address;
 - 7.3.4 postal address;
 - 7.3.5 title;
 - 7.3.6 contact numbers;
 - 7.3.7 non-personal browsing habits and click patterns;
 - 7.3.8 e-mail address; and / or
 - 7.3.9 IP address.
- 7.4 Newstrack Online collects, stores and uses the abovementioned information for the following purposes:
 - 7.4.1 Communicate requested information to the User;
 - 7.4.2 Enable the Service;
 - 7.4.3 Provide services to the User as requested by the User;
 - 7.4.4 Authenticate the User;
 - 7.4.5 Provide the User with access to restricted pages on this website; and / or

- 7.4.6 Compile non-personal statistical information about browsing habits, click-patterns, and access to the Website.
- 7.5 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.
- 7.6 Newstrack Online may collect, maintain, save, compile, share, disclose any information collected from users, subject to the following provisions:
 - 7.6.1 Newstrack Online shall not disclose personal information from Users unless the User consents thereto;
 - 7.6.2 Newstrack Online shall disclose personal information without the User's consent only if it is required to do so in order to comply with an obligation imposed on it by law;
 - 7.6.3 Users have the right to access their personal information and to request Newstrack Online to rectify the information collected should it be incomplete or contain any errors; and
 - 7.6.4 Newstrack Online may compile, use and share any information that does not relate to any specific individual.
- 7.7 Newstrack Online owns and retains all rights to non-personal statistical information collected and compiled by the Newstrack Online.
- 7.8 Users have the right to lodge a complaint with regards to the processing of any personal information with the Information Regulator at email: infoirsa@justice.gov.za if the User is situated within South Africa or with their National Data Protection Authority if the User is situated within the European Union.

8. HYPERLINKS TO THIRD PARTY SITES

- 8.1 Newstrack Online may provide hyperlinks to websites not controlled by Newstrack Online ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products, and/or services of such target sites.
- 8.2 Newstrack Online does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, and inability to use or content available on or through target sites.

9. SECURITY

- 9.1 Newstrack Online shall take all reasonable steps to secure the content of the Website and the information, provided by and collected from Subscribers from unauthorised access and/or disclosure. However, Newstrack Online does not make any warranties or representations that content shall be 100% safe or secure.
- 9.2 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, Newstrack Online is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Website.
- 9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Website or the server and computer network that support the Website.
- 9.4 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Newstrack Online harmless against any and all liabilities, damages, risks and losses that Newstrack Online and its partners / affiliates may suffer as a result of such delivery, attempt or damaging code.

- 9.5 Users may not develop, distribute, or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the Website and Newstrack Online reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.
- 9.6 Users who commit any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by Newstrack Online and its partners / affiliates due to or related to these illegal actions.

10. DISCLAIMER AND LIMITATION OF LIABILITY

- 10.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, Newstrack Online (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
- 10.1.1 access to the Website;
 - 10.1.2 access to and use of the Service;
 - 10.1.3 access to websites linked to the Website;
 - 10.1.4 inability to access the Website or use the Service;
 - 10.1.5 inability to access websites linked to the Website;
 - 10.1.6 content available on the Website;
 - 10.1.7 services available from the Website; or
 - 10.1.8 any other reason not directly related to Newstrack Online's gross negligence.
- 10.2 The Newstrack Online website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with the Newstrack Online, that the content available from and through the Website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.
- 10.3 Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of Newstrack Online and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.
- 10.4 Newstrack Online does not make any warranties or representation that content and services available from the Website shall in all cases be true, correct or free from any errors. Newstrack Online shall take all reasonable steps to ensure the quality and accuracy of content available from the Website.
- 10.5 Newstrack Online does not make any warranties or representations that the Website shall be available at all times. Users acknowledge that the Website may be unavailable due to updates or other causes beyond the reasonable control of the Newstrack Online, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God."
- 10.6 The Software and the Service are provided "as is" and no warranties, implied or express, are given or implied.

11. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content available from the Website to Newstrack Online and Newstrack Online undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

12. INTERCEPTION OF COMMUNICATIONS

The User and Newstrack Online agree that Newstrack Online will only monitor and/or intercept communication in accordance with the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002. The User does not agree to the Newstrack Online's right to block, filter, read, delete, disclose and use any communications (including any "data messages" as defined in the ECT Act) sent or posted by the User through the Newstrack Online platform.

13. ENTIRE AGREEMENT AND SEVERABILITY

- 13.1 These Terms of Use constitute the entire agreement between Newstrack Online and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Newstrack Online from the User.
- 13.2 Any failure by Newstrack Online to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 13.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining Terms of Use. The remaining Terms of Use shall remain enforceable and applicable.

14. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and Newstrack Online agree that:

- 14.1 the User shall be bound to these term and conditions and such agreement is concluded in Pretoria (South Africa) at the time the User enters the Website for the first time;
- 14.2 data messages (as defined in the ECT Act) addressed by the User to Newstrack Online shall only be deemed to have been received if and when responded to;
- 14.3 data messages (as defined in the ECT Act) addressed to the User by Newstrack Online shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;
- 14.4 data messages (as defined in the ECT Act) addressed by the User to Newstrack Online shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
- 14.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and the Newstrack Online; and
- 14.6 the User agrees and warrants that data messages that are sent to Newstrack Online from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

15. APPLICABLE AND GOVERNING LAW

The Newstrack Online website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to clause 5 the South African law enforced by the South African courts governs the use or inability to use the Website, its content, services, products and these Terms of Use.

16. LEGAL COSTS

Newstrack Online shall not be liable for costs incurred by Users to obtain professional advice relating to these Terms of Use.

NEWSTRACK ONLINE PTY LTD
TERMS OF USE APPLICABLE TO AUSTRALIAN USERS

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DEFINITIONS AND INTERPRETATION

- j) **"Newstrack Online"** means Newstrack Online Pty Ltd ACN 635 280 545 of Tower 2, Level 20, 201 Sussex Street, Darling Park, Sydney, NSW, 2000;
- k) **"Service"** means the online news monitoring and selection service offered by Newstrack Online to Subscribers;
- l) **"Service Agreement"** means an agreement concluded between Newstrack Online and a Subscriber for provision of the Service;
- m) **"Subscriber"** means a party who concludes a Service Agreement with Newstrack Online for the provision of the Service;
- n) **"User"** means any person who enters or uses the Website;
- o) **"Website"** means the Newstrack Online website located at www.newstrack.online, Newsletter, Application and RSS feeds, including the Service available on and through the aforementioned and any page, part or element thereof;
- p) **"Terms of Use"** mean the terms and conditions on which we make the Website available;
- q) References herein to the singular includes the plural and vice versa; and
- r) Hyperlinks herein to legal documents are deemed to be part of these Terms of Use. The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these Terms of Use.

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- 2.2 Content from the Website and the Service may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Newstrack Online.
- 2.3 Users may only access, browse and use the Website and Service for legitimate personal or non-commercial purposes and may not use the Website or any Newstrack Online services and/or products for:
 - 2.3.1 Harmful purposes;
 - 2.3.2 Illegal purposes;

- 2.3.3 Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, copyrighted, incorrect, untrue, prohibited, infringing or damaging to any person; and/or
- 2.3.4 The creation, storage and sending of unsolicited commercial communications.
- 2.4 The caching of the Website shall only be allowed if:
 - 2.4.1 The purpose of the caching is to make the onward transmission of the content from the Website more efficient, where onward transmission is permitted;
 - 2.4.2 The cached content is not modified in any manner whatsoever;
 - 2.4.3 The cached content is updated at least every 12 (twelve) hours; and
 - 2.4.4 The cached content is removed or updated when so required by Newstrack Online.
- 2.5 If any User uses content from the Website or the Service in breach of the provisions detailed herein:
 - 2.5.1 Newstrack Online reserves the right to claim damages from the User;
 - 2.5.2 Newstrack Online reserves the right to institute criminal proceedings against the User, where appropriate; and
 - 2.5.3 Newstrack Online shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 2.6 Hyperlinks to the Website from any other source shall be directed at the home page of the Website. Links beyond the Newstrack Online home page may only be used with Newstrack Online's prior written consent.
- 2.7 Newstrack Online shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Website, if such content, products or services was accessed through a hyperlink not directed at the home page of the Website. Persons that wish to link to pages beyond the home page of the Website without Newstrack Online's prior written consent shall do so at their own risk and indemnify Newstrack Online against any loss, liability, or damage that may result from the use of such hyperlinks. Newstrack Online's non-liability for deep linking is because deep links bypass these Terms of Use.
- 2.8 No person may, without the prior written consent of the Newstrack Online, frame the Website in any manner whatsoever.
- 2.9 Apart from bona-fide search engine operators and use of the search facility provided on the Website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Website for any purpose whatsoever, without the prior written consent of Newstrack Online.
- 2.10 Email addresses, names, telephone numbers, and fax numbers published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Website may be used to communicate unsolicited communications to Newstrack Online and all rights detailed in the Spam Act 2003 are reserved.
- 2.11 All licenses and/or permissions granted in terms of this clause 2 including the right to access and use the Website and the Service are provided on a non-exclusive and non-transferable basis and may be suspended, terminated or cancelled by Newstrack Online at any time without prior notice or reasons.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 All intellectual property on the Website, including but not limited to content, trademarks (or any confusingly similar trademarks), trade names, logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Newstrack Online and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in section 2, all other rights to intellectual property on the Website are expressly reserved.

- 3.2 No person shall amend, copy, use, decompile and / or reverse engineer the source code of the Website.
- 3.3 No person may use logos, icons, or trademarks from the Website as hyperlinks or other purposes without Newstrack Online's prior written consent.

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5. CHANGES AND AMENDMENTS

Newstrack Online reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- 5.1 change these Terms of Use;
- 5.2 change the content and/or Service available from the Website;
- 5.3 discontinue any aspect of the Website or Service(s) available from the Website; and/or
- 5.4 change the software and hardware required to access and use the Website.

6. PRIVACY

Newstrack Online complies with the Privacy Act 1998 in accordance with the terms of its Privacy Policy located in the Attachment below. All Users agree to the Newstrack Online Privacy Policy which is incorporated into and forms part of these Terms of Use.

7. HYPERLINKS TO THIRD PARTY SITES

- 7.1 Newstrack Online may provide hyperlinks to websites not controlled by Newstrack Online ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products, and/or services of such target sites.
- 7.2 Newstrack Online does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, and inability to use or content available on or through target sites.

8. SECURITY

- 8.1 Newstrack Online shall take all reasonable steps to secure the content of the Website and the information, provided by and collected from Subscribers from unauthorised access and/or disclosure. However, Newstrack Online does not make any warranties or representations that content shall be 100% safe or secure.
- 8.2 Newstrack Online is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Website but may choose to do so at its discretion.
- 8.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Website or the server and computer network that support the Website.
- 8.4 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Newstrack Online harmless against any and all liabilities, damages, risks and losses that Newstrack Online and its partners / affiliates and users may suffer as a result of such delivery, attempt or damaging code.
- 8.5 Users may not develop, distribute, or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the

Website and Newstrack Online reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.

- 8.6 Users who commit any cyber-crime offences shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by Newstrack Online and its partners / affiliates and users due to or related to these illegal actions.

9. DISCLAIMER AND LIMITATION OF LIABILITY

- 9.1 As far as allowed by law, Newstrack Online (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable (in contract, tort including negligence, statute or otherwise) for any damage, loss or liability of any nature (including indirect or consequential loss and loss of revenue, profit, goodwill, opportunity or data) incurred by whomever and resulting or arising from:
- 9.1.1 access to the Website;
 - 9.1.2 access to and use of the Service;
 - 9.1.3 access to websites linked to the Website;
 - 9.1.4 inability to access the Website or use the Service;
 - 9.1.5 inability to access websites linked to the Website;
 - 9.1.6 content available on the Website;
 - 9.1.7 services available from the Website;
 - 9.1.8 any act or omission of Newstrack Online or affiliates;
 - 9.1.9 the relationship created by these Terms of Use; or
 - 9.1.10 any other reason.
- 9.2 As far as allowed by law and subject to clause 9.6, the Website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with the Newstrack Online constituted by accepting these Terms of Use, that the content available from and through the Website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.
- 9.3 Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of Newstrack Online and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.
- 9.4 Newstrack Online does not make any warranties or representation that content and services available from the Website or the Service shall in all cases be true, correct or free from any errors. Newstrack Online shall take all reasonable steps to ensure the quality and accuracy of content available on the Website which it creates (but excluding material provided as part of the Service).
- 9.5 Newstrack Online does not make any warranties or representations that the Website or the Service shall be available at all times. Users acknowledge that the Website or the Service may be unavailable due to updates or other causes beyond the reasonable control of Newstrack Online, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God."
- 9.6 As far as allowed by law, Newstrack Online disclaims all express, implied, statutory and other warranties, guarantees and representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement of proprietary and intellectual property rights. The User agrees that in accessing the Website or the Service it has not relied on any statement or representation made by Newstrack Online not expressly contained in these Terms of Use. If applicable law prohibits the exclusion of any of the warranties, guarantees, conditions or representations referred to above or elsewhere in these Terms of Use, to the extent legally permitted, Newstrack Online limits its liability for breach of any such warranties, guarantees, conditions or representations to resupply of the affected products or services or payment of the cost of resupply of the affected products or services, at Newstrack Online's discretion.

10. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content available from the Website to Newstrack Online and Newstrack Online undertakes to correct and/or remove such content or any part thereof if the person reporting such content provides reasonable grounds to prove the alleged nature of the content.

11. ENTIRE AGREEMENT AND SEVERABILITY

- 11.1 These Terms of Use together with our Privacy Policy and (for Subscribers) the Service Agreement constitute the entire agreement between Newstrack Online and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by Newstrack Online from the User.
- 11.2 Any failure by Newstrack Online to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 11.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining Terms of Use. The remaining Terms of Use shall remain enforceable and applicable.

12. ONLINE PROVISIONS

The User and Newstrack Online agree that:

- 12.1 the User shall be bound to these term and conditions and such agreement is concluded in New South Wales, Australia at the time the User enters the Website for the first time;
- 12.2 data messages addressed by the User to Newstrack Online shall only be deemed to have been received if and when responded to;
- 12.3 data messages addressed to the User by Newstrack Online shall be deemed to be received by the User when sent to the email address last provided by the User;
- 12.4 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and the Newstrack Online; and
- 12.5 the User agrees and warrants that data messages that are sent to Newstrack Online from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally. The User is responsible for all such data messages.

13. APPLICABLE AND GOVERNING LAW

The Newstrack Online website is hosted and operated from Australia and therefore the law of New South Wales, Australia enforced by the New South Wales courts governs the use or inability to use the Website, its content, services, products and these Terms of Use.

14. LEGAL COSTS

Newstrack Online shall not be liable for costs incurred by Users to obtain professional advice relating to these Terms of Use.

ATTACHMENT – NEWSTRACK ONLINE PRIVACY POLICY

Newstrack Online Pty Ltd (ACN 635 280 545) ("**Newstrack Online**" or "**we**"), is committed to protecting the personal information and privacy of third parties who deal with us including people who access the Website, our Subscribers and their End Users. Accordingly, Newstrack Online complies with the Australian Privacy Principles (as amended or replaced from time to time) set out in the *Privacy Act 1988* (Cth) ("**Act**").

Some of the information you provide us as part of your dealings with us may constitute "Personal Information" under the Act. This Privacy Policy sets out how we collect, handle, use, transmit and disclose Personal Information, if applicable.

We encourage you to read this Privacy Policy carefully so that you understand our information handling practices. By accessing, browsing, or using the Website, registering to use the Service, uploading any data via the Website or by obtaining information, products or services provided via the Website, you agree to be bound by this Privacy Policy and by the provisions of the Act. This Privacy Policy should be read in conjunction with our Terms of Use that apply to the Website and the Service Agreement if you are a Subscriber or End User.

If you would like to know more about data protection generally, there is information available from the Australian Information Commissioner at the following website - www.oaic.gov.au.

DEFINITIONS

For the purposes of this Privacy Policy, defined terms have the following meanings:

- a) "**End User**" means an end user of a Subscriber pursuant to a Service Agreement.
- b) "**Hosting Service Provider**" means Microsoft Azure, South Africa (and its related companies) and any other person or entity we may engage from time to time to provide data hosting and storage services in connection with the Website or the Service or to provide serving infrastructure.
- c) "**Personal Information**" means any information or data that you provide us in any form from time to time which relates to an individual who can be identified, or whose identity can reasonably be ascertained from, that information or data alone or in conjunction with other information already held by the recipient, controller or processor of such information or data and includes information about the individual. It includes the information discussed specifically below in the section "WHAT 'PERSONAL INFORMATION' DO WE COLLECT?"
- d) "**Service**" means the online news monitoring service offered by Newstrack Online to Subscribers.
- e) "**Service Agreement**" means an agreement between Newstrack Online and a Subscriber pursuant to which we provide the Service to the Subscriber.
- f) "**Subscriber**" means a person accessing the Service pursuant to a Service Agreement.
- g) "**Terms of Use**" mean the terms and conditions on which we make the Website available. The current version of our Terms of Use is set out above.
- h) "**User**" means a person who accesses or uses the Website and includes a Subscriber and an End User.
- i) "**Website**" means the website located here www.newstrack.online, any mobile applications, electronic newsletter, website products or services or software solutions operated or provided by Newstrack Online and its related companies from time to time via any distribution platform.

1. WHAT "PERSONAL INFORMATION" DO WE COLLECT?

The term "Personal Information" under the Act covers a broad range of information and may include an individual's name, age, gender, email address, postal address, street address, telephone number(s), credit and debit card numbers and expiry dates, Australian Business Number, IP address and any other information that is about an individual, who can also be reasonably identified in relation to that information.

We collect this information from you. We will only collect and store personal information that is reasonably necessary for us to perform our functions and activities and provide you with the Website or (if you are a Subscriber or End User) the Service.

2. HOW DO WE USE PERSONAL INFORMATION?

- 2.1 We will use Personal Information for the purpose disclosed at the time of collection, or otherwise as set out in this Privacy Policy, the Terms of Use and (if you are a Subscriber or End User) the Service Agreement.

Except as specifically set out in this Privacy Policy and the Terms of Use, we will not sell or disclose Personal Information to any person located in Australia or overseas or use Personal Information for any other purpose without your prior consent, unless authorised or required by or under Australian law.

Generally, we will only use and disclose Personal Information for the following purposes:

All Users

- 2.1.1 to provide you with access to the Website; to provide you with information about the products or services we offer;
- 2.1.2 to manage the Website and provide you with support, as required;
- 2.1.3 to facilitate interactions between you and approved third parties which provide products or services integrated with the Website, if any;
- 2.1.4 to monitor your usage of the Website and to help us to develop and implement initiatives to improve our products and services, our marketing or the way we do business;
- 2.1.5 to comply with any applicable law, court order, regulation or other legal requirement;
- 2.1.6 if necessary, in legal proceedings or in connection with confidential alternative dispute resolution mechanisms;
- 2.1.7 to carry out our management, administrative, quality assurance and complaint handling activities in a professional and efficient manner;
- 2.1.8 to conduct consumer and market research;
- 2.1.9 to contact you for direct marketing and promotional purposes including providing you with information about products, services, events and special offers offered by us and third parties, unless you tell us that you do not wish to receive this type of information;

Subscribers and their End Users

- 2.1.10 to provide the Service and provide you with support as required;
 - 2.1.11 to facilitate, process and obtain payment for the Service and for billing and debt recovery purposes generally; and
 - 2.1.12 if necessary, to verify your identity or age.
- 2.2 From time to time we may also ask you to participate in surveys or questionnaires. These help us to improve our levels of service. We may send you electronic messages updating you about products, services, events, offers and special offers. We will only send you such electronic messages if you have consented to receive them or it can be inferred from your existing business or other relationship with us, that there is a reasonable expectation of receiving those electronic messages. All electronic marketing and promotional messages will identify us, and you can opt-out by unsubscribing to any of the emails we send.
- 2.3 Any additional purpose for the collection (not included in this Privacy Policy or the Terms of Use) will be identified when we collect the Personal Information, or as soon as practicable afterwards.

3. HOW DO WE COLLECT PERSONAL INFORMATION?

We collect Personal Information from information you provide directly to us when you create an account and register to use the Service (if applicable), contact us, request us to provide additional products or services, participate in surveys or questionnaires and from data and other information you upload through our Website or the Service or approved third party products integrated or used in conjunction with the Website from time to time.

4. WHAT HAPPENS IF YOU DON'T PROVIDE THE INFORMATION WE REQUIRE?

If you don't provide us with certain information, we may be unable to provide you with the information, products or services you wish to purchase and use.

5. PERSONAL INFORMATION SECURITY

We will take reasonable and appropriate steps to seek to ensure Personal Information is protected from risks such as loss, interference, unauthorised access or use, destruction, modification or disclosure. Aside from the disclosure or transfer of Personal Information to our Hosting Service Provider and other third party service providers, we only permit our authorised personnel to access Personal Information.

Newstrack Online will comply with the notification and other requirements of the Act where your or your End Users' Personal Information held by Newstrack Online has been inadvertently lost or disclosed or improperly accessed and that loss, disclosure or access may result in serious harm to you or your End Users if you are a Subscriber.

The Internet is not a secure method of transmitting information. Accordingly, we cannot accept responsibility for the security of information you send to or receive from us, on behalf of yourself or your End Users, or that we send to our Hosting Service Provider, or for any unauthorised access, use or modification of that information except as required by law.

6. END USER INFORMATION

If you are a Subscriber, you acknowledge and agree that when you obtain, collect and enter information, including Personal Information into the Website to obtain the Service, you are responsible for complying with the requirements under the Act including obtaining consent from the End User to collect and use their information, data and Personal Information in connection with obtaining the Service. You agree to indemnify Newstrack Online from liability for any failures or omissions on your part to obtain such consent, and any failures or omissions on your part to comply with the requirements of the Act.

7. THIRD PARTY PRODUCTS AND SERVICES

Newstrack Online may provide links or references to other third party websites, products, services and resources. These third party products and services are not subject to this Privacy Policy. You should review the privacy policy of each third party product or service accessed, and determine whether the policy is satisfactory to you before you use the product or service.

You acknowledge and agree that Newstrack Online is not responsible for any Personal Information you choose to disclose to a third party through any third party product or service referred to by or linked to the Website and that such third parties may store your Personal Information in any location in accordance with their own security standards.

8. PAYMENT INFORMATION

We accept payments by direct bank deposit. We do not keep a record of your credit or debit card number used to pay for products or services.

9. USING THIRD PARTIES TO PROCESS YOUR INFORMATION

We may use third party companies (third party service providers) to manage information that you provide from time to time such as a third party payment gateway and Hosting Service Provider. When we use third party service providers, we seek to keep the amount of Personal Information they hold to a minimum and use reasonable efforts to ensure that they handle your information with care and in accordance with the Act. We may disclose or transfer Personal Information to third party service providers and our Hosting Service Provider to be stored overseas (see "Where your information is stored" below).

10. WHERE YOUR INFORMATION IS STORED

- 10.1 We engage a third party Hosting Service Provider to provide data storage services and to store Personal Information, data and information submitted by you through your use of Website or the Service. Currently, we use Microsoft Azure, South Africa and all of their servers are currently physically located in either Australia or South Africa. Our Hosting Service Provider and other third party service providers may transmit, maintain and store all or parts of your Personal Information or data, or your End User's Personal Information or data, on multiple servers across various jurisdictions in addition to servers in Australia and South Africa. Servers in which your information (including Personal Information) may be stored by our Hosting Service Provider and other third party service providers are likely to be located in Australia or South Africa, although additional or other locations may be used by our Hosting Service Provider or other third party service providers in the future.
- 10.2 The Act requires us to ensure that our Hosting Service Provider and any other third party service provider we may use from time to time, comply with applicable Australian privacy laws unless you agree otherwise. Acknowledging all of the above, by using the Website and the Service (if applicable) and by providing us with information (including Personal Information), you:
- 10.2.1 consent to us disclosing and transferring Personal Information, data and other information to our Hosting Service Provider and any other third party provider for the purpose of allowing our Hosting Service Provider and third party service providers to host all data necessary to support the Website you use and for us to provide, and facilitate payment for, the information and services accessible via Newstrack Online;
- 10.2.2 consent to us, our Hosting Service Provider and any other third party service provider transmitting, maintaining and storing Personal Information, data and information (including the categories of Personal Information listed in this Privacy Policy) between and on servers located outside of Australia, including in South Africa; and
- 10.2.3 agree that the requirement under the Act for us to ensure that our Hosting Service Provider and any other third party service provider we may engage from time to time comply with applicable Australian privacy laws in respect of Personal Information, data and information you provide (including the categories of Personal Information listed in this Privacy Policy) does not apply.
- 10.3 We may engage other data storage providers or store your information on servers in other locations in the future and will update this Privacy Policy if that is the case.

11. COOKIES

- 11.1 "Cookies" are small data files sent by a website and stored on your computer's hard drive when you visit the website. Cookies contain certain information that the website uses to track the pages you have visited. The only Personal Information a cookie contains is information you supply to us. A cookie cannot read data off your hard drive or read cookie files created by other websites.
- 11.2 The Website may use cookies to assist with managing your account, optimising your usage and to identify you on return visits. Most internet browsers automatically accept cookies, but you can usually change your browser to notify you when you receive a cookie or to

reject cookies. However, while most of the content of the Website can be viewed without accepting cookies, full functionality may require the use of cookies.

12. YOUR RIGHTS OF ACCESS AND CORRECTION

- 12.1 You have the right to access Personal Information which we have collected from you within the requirements of the Act. We will respond to any access request within a reasonable period. If you wish to access your Personal Information, or believe that any of the Personal Information we hold about you or your End Users is inaccurate, please contact us at the email address shown at the bottom of this Privacy Policy. If reasonable and practicable to do so, we will provide access in the form requested by you. We will take reasonable steps to correct any inaccurate, incomplete or out-of-date Personal Information if you request us to do so, where required by law. If we decline to make the requested amendment for reasons permitted by the Act, if you ask us to do so, we will include a note with that Personal Information in your file that you have requested it to be amended.
- 12.2 We may withhold or refuse you access to Personal Information if we are legally authorised to do so or where its disclosure to you is restricted by law, is the subject of legal action, or may compromise the privacy of another person. We will give you reasons explaining why we have refused access, or refused access in the form you have requested, unless it would be unreasonable to do so, having regard to the reasons for our refusal.
- 12.3 We may charge you a reasonable fee to access your information as permitted by applicable law.

13. HOW CAN YOU STOP RECEIVING MARKETING INFORMATION?

- 13.1 Where marketing information is forwarded to you via electronic messages, there will be a functional 'unsubscribe' mechanism contained in the message. If you no longer wish to be contacted by us or receive such marketing information, you can advise us:
- 13.1.1 by emailing us at info@newstrack.online or
- 13.1.2 by clicking the 'unsubscribe function' (where marketing information is sent electronically).
- 13.2 We will keep a record of your request to ensure you do not receive that information in the future. You cannot refuse to receive information which we are required to provide to you by law.

14. CHANGES TO THIS PRIVACY POLICY

We may update or change this Privacy Policy from time to time. When we do so, we will publish the current policy on our website(s) located at <https://www.newstrack.online/Newstrack-Online-Terms-of-Use.pdf>. The amended Privacy Policy will apply whether or not we have given you specific notice of any change. We suggest that you visit our websites regularly to keep up to date with any changes.

15. CONTACT INFORMATION

If you would like more information about this Privacy Policy or if you have any queries or complaints, please contact our Privacy Officer: Newstrack Online Pty Ltd, Tower 2, Level 20, 201 Sussex Street, Darling Park, Sydney, NSW, 2000 or info@newstrack.online. We will take reasonable steps try to resolve any complaints as quickly as practicable. Complaints may also be made directly to the office of the Australian Information Commissioner through its website located at <http://www.oaic.gov.au/privacy/privacy-complaints>.

If you would like to email our Team with a query relating to our Website, please email us at info@newstrack.online.