



ECOSYSTEM PARTNER - TERMS AND CONDITIONS

These terms and conditions (the **Terms**) constitute an agreement between you as the party agreeing to them (**Partner** and **you**) and Insurtech Org Limited t/as Insurtech Australia ABN 72 633 114 271 of Harbour City Labs, Level 27, Tower One, 100 Barangaroo Ave, Barangaroo, NSW, 2000 (**Insurtech Australia, we, us or our**) for the purpose of you becoming an Ecosystem Partner to Insurtech Australia.

Together with the details you have provided to us in your application on our website, these Terms constitute a legally binding agreement between you and us. By becoming an Ecosystem Partner of Insurtech Australia you agree to be bound, and comply with, these Terms.

1. Ecosystem Partnership

- 1.1 **Fees:** In each year when you pay the Annual Fee, you will have access to the Partnership Benefits.
- 1.2 **Use of Services:** Partnership Benefits are for use by the Partner and must not be used in connection with any other person's commercial endeavours, unless prior approval is obtained in writing from us. Illegal and/or unauthorised uses of the Partnership Benefits, including access to our website and other features reserved for Insurtech Australia members such as usernames and/or email addresses of Partners by electronic or other means, for the purpose of sending unsolicited email and unauthorised framing of our Services or our website is prohibited.
- 1.3 **Displaying each other's Branding:** Each of Insurtech Australia and the Partner may display each other's Branding for the purposes of promoting their association and in the case of Insurtech Australia, it may include the Partner's Branding on the Insurtech Australia website, in its marketing collateral during the period whilst the Partner has paid-up partnership status. The Partner is solely responsible for the cost of preparation of any advertising and media production costs of Partner material where it is used or distributed by Insurtech Australia with Insurtech Australia's permission.
- 1.4 **Distributing other content showing Branding:** If the Partner or Insurtech Australia wishes to distribute, display or otherwise use any advertisement, signage, press release or other marketing material referring to the other party's Branding or incorporating any of the other party's Branding, it will do so after obtaining the other party's prior written approval, which shall not be unreasonably withheld.
- 1.5 **Promoting Partners:** Insurtech Australia has discretion regarding the following and, at all times, shall exercise its discretion reasonably:
 - Selection of Partner briefing materials, thought leadership, quotes and references provided to Insurtech Australia Partners and stakeholders;
 - Placement of logos and advertising in Insurtech Australia print or digital media; and
 - Content of Partner promotional material to be sent by Insurtech Australia.
- 1.6 **Trademark Licence:** The parties grant each other a non-exclusive licence to reproduce and publish the other's Branding and any other intellectual property owned by a party and provided to the other party to enable the other party to perform its obligations under these Terms. The rights granted in this clause expire immediately upon termination of these Terms, cancellation of partnership status for the Partner, written agreement by the parties or winding up of Insurtech Australia. Each party represents and warrants to the other party that its Branding does not infringe any laws or the rights of any other person.

Insurtech Org Limited t/as Insurtech Australia

ABN 72 633 114 271

Harbour City Labs, Level 27, Tower One, 100 Barangaroo Ave, Barangaroo, NSW, 2000

hello@insurtechaustralia.org



- 1.7 **Cancellation of Partnership Status:** Insurtech Australia can cancel a Partner's partnership status if:
- the Partner fails to pay the Annual Fee;
 - the Partner breaches any material term of these Terms and that breach is incapable of remedy or the Partner fails to remedy that breach within 14 days of receiving written notice from the non-breaching party requiring the other party to remedy the breach; or
 - the Partner goes into liquidation, has a receiver, receiver and manager, administrator or similar person appointed, enters into a scheme of arrangement with creditors or is unable to pay its debts as and when they fall due;
 - Insurtech Australia's Constitution allows the Partner to be removed from membership.
 - The Partner can cancel their status as an Ecosystem Partner immediately by giving notice in writing to Insurtech Australia. The Partner is not entitled to a refund of any payment of an Annual Fee if its partnership status is terminated.
- 1.8 **Privacy:** We take seriously the disclosure, use and protection of your personal information. Please see our Privacy Policy on our website for the full details.
- 1.9 **Limits on liability:** To the maximum extent permitted by law, except as expressly set out in these Terms, both parties exclude all warranties in relation to any benefits and/or goods and/or services supplied or to be supplied by either party under these Terms. In no circumstances will any party be liable for any consequential loss, loss of profits, loss of revenue, loss of opportunity, reputational or other indirect loss suffered or alleged to have been suffered by the other party or any of its Related Bodies Corporate in connection with these Terms.
- 1.10 **Communication:** You agree that we may communicate with you electronically for all aspects of your use of the Services, including sending you electronic notices. As we deliver Services and Partnership Benefits to you, we may wish to send messages and/or documents to you by e-mail. Each of us will have reasonable measures to protect integrity of data, in particular, it is the recipient's responsibility to carry out a virus check on any attachments before launching any documents.
- 1.11 **Notices:** Notices must be in writing and in English, and may be given by an authorised representative of the sender. Notices may be given to a person, personally; by leaving it at the person's address last notified; by sending it by prepaid mail to the person's address last notified; or by sending it by e-mail to the person's e-mail address last notified. If the notice is deemed to be received on a day which is not a business day in New South Wales or after 5:00 pm, it is deemed to be received at 9:00 am on the next business day in New South Wales.
- 1.12 **Entire agreement:** The Terms is the entire agreement between the parties relating to its subject matter and replaces all previous agreements on the subject which expire or terminate automatically and without further notice from the date that the term commences.
- 1.13 **No waiver of rights:** The failure of a party at any time to insist on performance of any provision of these Terms is not a waiver of its right at any later time to insist on performance of that or any other provision of these Terms.
- 1.14 **No assignment or variation without consent:** A party may not assign or otherwise transfer any or all of its rights arising out of these Terms without the prior written consent of the other party. These Terms may not be varied except in writing signed by the parties.
- 1.15 **Governing Law:** These Terms are governed by the laws of New South Wales and each party submits to the non-exclusive jurisdiction of the Courts of New South Wales.
- 1.16 **Glossary:** The following capitalised terms used in these Terms have the meaning stated below:
- Annual Fee** means the fee payable per annum stated on our website, as updated from time to time.
- Application** means your application to become a Partner of Insurtech Australia as an Ecosystem Partner.
- Branding** means trademarks, names, logos or slogans owned or developed by a party.
- Services** means all products, facilities and services provided by Insurtech Australia to an Ecosystem Partner.
- Partner** means you as the party agreeing to these Terms.
- Partnership Benefits** means the partnership benefits provided by Insurtech Australia to an Ecosystem Partner as listed on our website, from time to time.