

Terms and Conditions

ARMA

1. TERMS

- 1.1 These Terms and Conditions apply to all Services provided by **ARMA Group Holdings Pty Ltd ACN 627 261 161 of Locked Bag 5044, Alexandria NSW 2015** including any Application completed by the Customer. These Terms and Conditions override all terms proposed by the Customer and supersede any prior agreement or terms between the Parties.
- 1.2 The Agreement constitutes the entire agreement between the Parties. No other representations are made by ARMA in relation to supply of Services. There are no other terms and to the extent permitted, all other terms including warranties that may be implied, including statutory terms, are excluded.
- 1.3 If any other agreement exists between ARMA and the Customer, these Terms and Conditions nevertheless apply to all Services provided, which are also covered by the Agreement. However, if there is any inconsistency with these terms, the Agreement will prevail to the extent of any inconsistency.

2. DEFINITIONS

Expressions defined in brackets in these Terms and Conditions will be given the meaning where defined throughout these Terms and Conditions whether the definition is used again before or after where the expression is defined.

2.1	"Agreement" means the Application for the supply of Services by ARMA to the Customer together with these Terms and Conditions.
2.2	"Amounts Owning" means all monetary amounts owing by the Customer to ARMA, including but not limited to commissions and any other debts incurred by the Customer to ARMA.
2.3	"Annual Fee" has the meaning set out in Clause 4.1
2.4	"Application" means the document titled 'Application for Services' completed by the Customer and submitted to ARMA. Annexed at Schedule 1 herein the Terms and Conditions is the Application to be completed, executed, and returned, to ARMA by the Customer.
2.5	"ARMA" means ARMA Group Holdings Pty Ltd ACN 627 261 161
2.6	"Authorised Representative" means a representative from either Party who holds a position of either: Chief Executive Officer, Director of Finance, Director of Sales Accounts Receivable Manager, Credit Manager or Office Manager.
2.7	"Commercial Debt" means a debt incurred in relation to 'commercial credit' as defined in the <i>Privacy Act 1988 (Cth)</i> .
2.8	"Customer" means the Customer as described therein the Application and as provided by ARMA to the Customer, including its officers, agents, successors and assigns or any person acting on the Customer's behalf, with the authority of the Customer.
2.9	"Commission" has the meaning set out in Clause 4.4(A)
2.10	"Invoice" means a taxation invoice for Services issued by ARMA to the Customer.
2.11	"Non-Excludable Provision" has the meaning set out in Clause 7.7.
2.12	"Party(ies)" means the parties to the Agreement including ARMA and the Customer.
2.13	"Personal Information" has the meaning given in the <i>Privacy Act 1988 (Cth)</i> .
2.14	"Price" shall mean the price payable for the Services specified in the Invoice in accordance with Clause 4.
2.15	"Privacy Laws" refers to the parts contained to the <i>Privacy Act 1988 (Cth)</i> .
2.16	"Services" means all debt recovery or legal services and any other services requested by the Customer and supplied by ARMA to the Customer including any advice or recommendations and as specified in the Invoices(s).
2.17	"Terms and Conditions" means these terms and conditions of ARMA's supply of Services to the Customer pursuant to the Application.
2.18	"Website" means the internet site located at www.armagroup.com.au or www.armaonline.com.au or https://cx.armaonline.com.au or operated by ARMA Group Holdings Pty Ltd ACN 627 261 161.

3. ACCEPTANCE

- 3.1 ARMA may accept the Customer's Application to purchase the Services signed by an Authorised Representative. If ARMA accepts the Customer's Application, the Customer agrees to be bound by the Terms and Conditions contained herein.
- 3.2 Where more than one Customer has entered into the Agreement and/or is listed as a Customer in the Application, the Customers are jointly and severally liable for all payments of the Amount Owing and/or Price.
- 3.3 Upon acceptance of these Terms and Conditions by the Customer, the Terms and Conditions are binding and can only be amended in accordance with Clause 16.
- 3.4 The Customer must give ARMA written notice of any proposed change of legal or beneficial ownership of the Customer or any change in the Customer's name and any other change in the Customer's details, including but not limited to, changes in the Customer's address, business practice or any other details contained in the Application, within five (5) days from the date of such change. The Customer is liable for any loss incurred by ARMA because of the Customer's failure to comply with this clause.
- 3.5 In the event ARMA does not accept the Customer's Application for all or any part of the Services, it will notify the Customer in writing and refund any money that has been paid by the Customer for the Services under the Agreement.

4. PRICING AND PAYMENT TERMS

- 4.1 The Customer will pay an Annual Fee as stated in Part 4 of the Application immediately upon execution of the Application. A subsequent annual fee of \$250.00 (plus GST) will be due on the same date each year thereafter until the Agreement expires or is terminated. The Annual Fee may be reviewed by ARMA each year and can be increased or decreased at ARMA's sole discretion with seven (7) days written notice to the Customer.
- 4.2 Where the 'Additional Services' option in Part 2 of the Application is selected or is subsequently requested by the Customer in writing:
- (a) the Customer will pay ARMA the Price as agreed between the Parties for each letter of demand, written and mailed by ARMA to a debtor, in accordance with the Customer's instructions.
 - (b) ARMA will charge an administration fee of an additional 20% on all third-party fees. ARMA will engage third parties only where the Customer agrees and/or provides instructions to proceed with engaging that third-party; and,
 - (c) ARMA will issue the Customer with an Invoice for the Additional Services including the third-party charges and the Customer must pay ARMA the amount stated on the Invoice within the time stipulated therein the Invoice.
- 4.3 Where the 'Additional Services' option in Part 2 of the Application has been selected or is subsequently requested by the Customer in writing, ARMA will, provided the Customer complies with Clause 6.1 herein:
- (a) take all action necessary, including but not limited to, instructing solicitors and third parties to commence legal proceedings to give effect to the instructions of the Customer to recover and secure the debt(s);
 - (b) instruct, at the cost and instruction of the Customer, such other persons, including but not limited to any solicitor or process service agent, as are necessary to assist in carrying out ARMA's obligations to recover and secure the debt(s);
 - (c) arrange for the preparation and service of such documents as may be necessary to initiate legal proceedings against the debtor(s) in accordance with the instructions of the Customer; and,
 - (d) not, except in following any instructions provided by the Customer or otherwise with the Customer's prior approval:
 - (i) enter any repayment arrangement;
 - (ii) negotiate with the debtor; or,
 - (iii) bind any or purport to bind the Customer to acceptance of an amount that is less

than the full amount of the debt referred.

- 4.4 If ARMA is engaged to perform any Services, the Customer will pay ARMA
- (a) Commission on the amounts actually recovered or received by ARMA or the Customer in respect of the debts at the rate specified in Part 2 of the Application or as agreed between the Parties in writing. ARMA will invoice the Customer on a monthly basis for the Commission.
 - (b) all costs, charges and expenses incurred by ARMA or any third party it engages on instructions from the Customer while providing Services, including but not limited to, legal fees and expenses, court fees and process server fees. These must be paid to ARMA by the Customer even though the said fees may not be recoverable, in full or in part, from the debtor. If ARMA recovers any such amounts from the debtor, those amounts will be refunded to the Customer accordingly.
- 4.5 It is the Customers responsibility to advise ARMA of any payments received directly from debtors while engaging ARMA to provide the Services. ARMA reserves the right to charge the Customer the Commission from date a debt is referred to ARMA.
- 4.6 ARMA can, at their discretion, charge a \$5.00 (plus GST) referral fee payable by the Customer for each file or debt referred by the Customer.
- 4.7 ARMA can, at their discretion, charge a \$25.00 (plus GST) recall fee payable by the Customer for any debt referred and subsequently withdrawn by the Customer prior to providing ARMA the opportunity to collect the debt and earn the Commission. ARMA will have full discretion in consideration of which debts withdrawn by the Customer will incur the recall fee.
- 4.8 Payment of an Invoice issued by ARMA to the Customer is to be made within the time stipulated on that invoice, with time for payment being of the essence, unless otherwise agreed between Authorised Representatives on behalf of each respective Party in writing.
- 4.9 If the Customer does not pay the Invoice in full by the payment due date in accordance with these Terms and Conditions or as specified on the Invoice, ARMA may charge, in addition to any other costs recoverable under the Agreement:
- (a) interest calculated daily on the total outstanding balance at a rate of 0.05%.
 - (b) any costs and expenses (including any commission payable to any commercial or mercantile agents and legal costs) incurred by ARMA in recovering any unpaid amounts under the Agreement.
- 4.10 Payment by the Customer can be made by cheque, bank cheque or any other method as agreed to between the Parties. If payment is made by direct debit of funds or any other electronic transaction and the payment transaction fails for whatever reason, the Customer agrees to reimburse ARMA for any fees incurred by ARMA. If payment is made by credit card, the Customer is liable for any processing or merchant fees in using the credit card as a method of payment to ARMA.

5. BANK ACCOUNT

- 5.1 All monies received on behalf of the Customer by ARMA, a solicitor, or third party engaged by ARMA under these Terms and Conditions, will be deposited into ARMA's bank account unless otherwise agreed in writing by the Parties.
- 5.2 The Customer agrees that ARMA will deduct any amounts payable under Clause 4.2 and/or 4.4 from monies collected on behalf of the Customer by ARMA. Where such amounts exceed or are not deducted out of the monies collected on behalf of the Customer, the Customer will pay all Invoices issued for such amounts and within the terms as stipulated on the Invoice.
- 5.3 ARMA will account to the Customer monthly for the amounts referred to in Clause 5.1, but after deducting the amounts referred to in Clause 5.2, where such deduction is approved.

6. THE CUSTOMER'S DUTY TO ARMA

- 6.1 The Customer warrants to ARMA that, while ARMA are engaged to provide the Services to the Customer, they:
- (a) will provide ARMA with all relevant information concerning the debt(s) and the parties responsible for the debt(s) and authorise ARMA and its solicitors or other third parties to utilise the information

for any proper purpose relevant to the Services;

- (b) undertake to promptly provide ARMA with information that is accurate, complete, correct and up to date to the best of their knowledge and in the event fresh information comes to light, that that information is immediately provided to ARMA;
- (e) will provide ARMA with details of the following default information:
 - (i) all Commercial Debts of the Customer that have been outstanding for a period of sixty-one (61) days or more and what steps the Customer has taken to recover whole or part of the debt;
- (f) will reimburse ARMA for any direct and/or reasonable loss ARMA suffers due to any information provided by the Customer to ARMA that is inaccurate, incomplete, not up to date or otherwise misleading. If such an event arises, the Customer agrees to cooperate with ARMA at its own expense in the handling of any complaints, disputes, investigations and/or litigation that arises as a result of the use of ARMA's services pertaining to the information supplied by the Customer;
- (g) have taken all reasonable steps to advise a debtor company that delinquent debt(s) may be referred to a credit bureau;
- (h) will immediately advise ARMA, pertaining to a debt referred by the Customer to ARMA, of:
 - (i) any payment made directly to the Customer in relation to a debt;
 - (ii) any credit processed by the Customer in relation to a debt; and,
 - (iii) any communication received directly from the debtor to the Customer surrounding the debt.
- (i) are aware that while ARMA are engaged to provide the Services, ARMA will charge the agreed Commission as per Clause 4 above for any payments made directly to the Customer from the Debtor. It is the responsibility of the Customer to account to ARMA as soon as practicable following receipt of payment in accordance with this clause
- (j) must provide ARMA instructions in writing by way of email or any other form as agreed between the Parties pertaining to the commencement of any legal proceedings to recover a debt.

7. INDEMNITY AND EXCLUSION OF LIABILITY

7.1 The Customer acknowledges:

- (a) the information provided to it, may in whole or in part, represent or be based on information provided to ARMA from third parties, public registers or publicly available information sources;
- (b) information delivered to a Customer may not be all the information ARMA holds on the relevant individual or organisation;
- (c) ARMA does not and cannot guarantee or warrant to correctness completeness, merchantability or fitness for a particular purpose of any information or Service provided by ARMA. Such information or Service is to be considered current within ARMA's established procedures for updating information and products and usually is not the product of independent investigation prompted by an enquiry (whether by the Customer or any other person); and,
- (d) that every business division, to some degree or another, represents an assumption of risk and that ARMA in providing information does not, and cannot, underwrite the Customer's risk in any manner whatsoever.

7.2 To the maximum extent permitted by law, the Customer agrees that, except in the event of any breach, negligence or omission on the part of ARMA, ARMA shall be under no liability to the Customer in respect of any loss, liability of damage of any kind of loss suffered or incurred by the Customer, including loss of profits and any indirect, consequential or economic loss, arising out of or relating to:

- (a) the supply of any information or any Service to the Customer;
- (b) any delay in supplying or failure to supply any information or Service to the Customer; or,
- (c) any decision made using information or any Service supplied by ARMA.

7.3 Subject to Clause 7.6 and except as expressly provided to the contrary in these Terms and Conditions, all conditions, guarantees, terms, undertaking, inducements, representations or warranties express or

implied by statute, the common law, equity, trade, custom or usage or otherwise, are expressly excluded to the maximum extent permitted by law.

- 7.4 To the extent that the Customer directly causes the relevant loss, the Customer agrees to release, hold harmless and indemnify ARMA to the maximum extent permitted by law, from and against any liability directly arising out of or relating to:
- (a) The supply of any information or any Service to the Customer;
 - (b) Any delay in supplying or failure to supply any information or Service to the Customer.
 - (c) Any decision made using information or any Service supplied by ARMA.
- 7.5 Nothing in these Terms and Conditions excludes, restricts or modifies any right or remedy, or any guarantee, term, condition, warranty, undertaking, inducement or representation, implied or imposed by any legislation, which cannot lawfully be excluded or limited.
- 7.6 Where ARMA is not able to exclude a term, condition, warranty, undertaking, inducement or representation imposed by legislation in relation to these Terms and Conditions ('Non-Excludable Provision'), and ARMA is able to limit the Customer's remedy for breach of the Non-Excludable Provision, then ARMA's liability for breach of the Non-Excludable Provision is limited to, at ARMA's sole discretion, in the case of Services, the supplying of the Services again or the payment of the cost of having the Service supplied again.
- 7.7 Subject to ARMA's obligations under the Non-Excludable Provisions and to the maximum extent permitted by law, ARMA's maximum aggregate liability for all claims under or relating to these Terms and Conditions or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, is limited to an amount equal to the fees paid by the Customer under these Terms and conditions. In calculating ARMA's aggregate liability under this clause, the Parties must include any amounts paid or the value of any Services supplied by ARMA for a breach of any Non-Excludable Provisions.
- 7.8 Subject to clauses 7.7 and 7.6, ARMA will not be liable to the Customer for any consequential, indirect or special loss or damage, loss of actual or anticipate profits or revenue, loss of business, business interruption, costs the Customer has incurred, amounts that the Customer is liable to their customers for any loss suffered by third parties under or relating to these Terms and Conditions or its subject matter, whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- 7.9 The Customer is liable for and indemnifies ARMA against all liability, claims, damage, loss, costs and expenses (including without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against ARMA and any cost, damage or expense) in respect of a claim by a third party, in respect of the Customer's use of the Services or use of the Website or the Customer's breach of these Terms. The Customer's liability under this indemnity is diminished to the extent that ARMA's breach of these Terms and Conditions or ARMA's negligence causes the liability, claims, damage, loss, costs or expenses
- 7.10 Each indemnity in these Terms and Conditions is a continuing obligation, separate and independent from the other obligations of the Parties and survives termination, completion and expiration of these Terms and Conditions.
- 7.11 ARMA will not be liable to the Customer for any acts or omissions of any person supplied by ARMA where that person is acting under the Customer's direction and control during the course of the Agreement and the Customer will indemnify ARMA against all liability, claims, damage, loss, costs and expenses (including without limitation, legal fees, costs and disbursements on a full indemnity basis, whether incurred or awarded against ARMA and any loss, cost, damage or expense) arising from or incurred in connection with such acts or omissions.

8. PRIVACY

- 8.1 ARMA will comply with the Australian Privacy Principles, pursuant to the *Privacy Act 1988* (Cth) (**Privacy Laws**) in all dealings with the Customer.
- 8.2 The Customer agrees to:
- (a) comply with the Privacy Laws in respect of any Personal Information received by it from ARMA or disclosed by it to ARMA (and, without limitation, before it uses any Services in relation to a debt due by a debtor who is an individual, inform the debtor that Personal Information about the debtor

may be disclosed to a collection agency);

- (b) comply with the Privacy Laws in respect of any Personal Information received by it from ARMA or disclosed by it to ARMA;
- (c) Cooperate with ARMA in:
 - (i) discharging the privacy obligations of ARMA under the Privacy Laws when collecting Personal Information from or about individuals;
 - (ii) correcting or updating Personal Information from or about individuals;
 - (iii) providing access to any record of Personal Information following a request from an individual; and,
 - (iv) the resolution of any complaint alleging breach of the Privacy Laws or a privacy policy by ARMA in relation to Personal Information disclosed to ARMA by the Customer or by ARMA to the Customer.

8.3 The Customer:

- (a) acknowledges that the information supplied by ARMA to the Customer pursuant to this Agreement is for the exclusive use of the Customer and such information is supplied in confidence and will not be disclosed or provided to another individual or organisation without ARMA's prior written consent; and,
- (b) shall not identify either ARMA or its confidential publications, except in circumstances as prescribed by law, as a course of reference unless the Customer first obtains written permission to do so from ARMA, which permission shall be in the sole discretion of ARMA.

8.4 ARMA warrants that it complies with the Privacy Laws in respect of the Personal Information handled by it while providing a Service. In giving this warranty, ARMA relies in the performance by the Customer of its obligations under Clause 8.2.

8.5 ARMA may need to collect Personal Information about the Customer, including but not limited to, the Customer's name, address, driver license details, credit card details, date of birth and credit or business history. The Customer consents to ARMA using the Customer's Personal Information in order to:

- (a) provide services to the Customer;
- (b) enter contracts with the Customer or third parties; and,
- (c) to market to the Customer and maintain a client relationship with the Customer.

8.6 The Customer also consents to ARMA disclosing the Customer's Personal Information:

- (a) to ARMA's service providers, contractors and affiliated companies from time to time to help improve and market ARMA's services to the Customer; and,
- (b) to ARMA's debt recovery agents or lawyers in the event the Customer is in default of any provision of the Terms and Conditions.

8.7 The Customer has a right to access the personal information ARMA holds about them.

9. GOODS AND SERVICES TAX ("GST")

9.1 Where dollar amounts are stated in this Agreement, those amounts are exclusive of any applicable GST.

9.2 If whole or in any part of any other payment (including any commission) is the consideration for a taxable supply, the customer must pay to ARMA an additional amount equal to the GST amount, either concurrently with that Payment or as otherwise agreed in writing.

9.3 Any reference to a cost or expense in this Agreement excludes any amount in respect of GST forming part of the relevant cost or expense

9.4 Invoices:

- (a) ARMA will provide the Customer with an Invoice for all Services supplied by ARMA to the Customer pursuant to the Agreement.

- (b) ARMA will provide the Invoices to the Customer within seven (7) days of end of month or within such time as is reasonably practical or as agreed by the Customer.

10. TERM & TERMINATION

- 10.1 Unless otherwise terminated in accordance with Clause 10 herein, this Agreement shall continue to remain in force or as otherwise agreed between the Authorised Representatives of each respective party in writing.
- 10.2 ARMA may terminate this Agreement or may cancel all or any part of any order/referral of the Customer, which remains unfulfilled:
 - (a) At any time without prejudice to any of its rights which ARMA may have against the Customer if:
 - (i) the Customer is an individual and commits an act of bankruptcy within the meaning of Section 40 of the *Bankruptcy Act* 1966 (Cth)
 - (ii) any event occurs, which is likely to adversely affect the Customer's liability to pay for the Services (including but not limited to the appointment of a receiver, receiver and manager, administrator, controller, liquidator, provisional liquidator, trustee or similar parson (each an "insolvency representative") to the Customer's undertaking)
 - (b) On seven (7) days' notice if:
 - (i) The Customer fails to pay any Amounts Owing under this Agreement within thirty (30) days from end of month or in the alternative, as agreed by Authorised Representatives from both Parties in writing.
 - (ii) There is a change in the ownership, control, or financial condition of the Customer, which in ARMA's opinion, may affect the Customer's ability to comply with the Terms and Conditions of this Agreement.
 - (iii) The Customer breaches any of the Terms and Conditions contained herein
 - (c) on thirty (30) days' notice without reason.
- 10.3 The Customer agrees that ARMA hold a lien over any files or monies held by ARMA until all the Amount Owing to ARMA, its agents and/or solicitors are paid in full.
- 10.4 The Customer may terminate this Agreement at any time by giving ARMA thirty (30) days' notice in writing.
- 10.5 In the event this Agreement is terminated by either Party for any reason, then:
 - (a) all Amounts Owing to ARMA will, whether due for payment, become immediately payable by the Customer.
 - (b) the Customer shall remain liable to pay all Amounts Owing to ARMA, which have been incurred by the Customer prior to the said termination and
 - (c) ARMA will deduct the Amounts Owing from any monies held on behalf of the Customer.
- 10.6 Termination of this Agreement does not relieve the Customer from its obligations contained in these Terms and Conditions.
- 10.7 Each indemnity contained in Clause 7 of these herein survives the termination of this Agreement.
- 10.8 Any debts placed for collection by the Customer with ARMA, which remain uncollected at the time of the termination of the Agreement for any reason, shall remain available for collection by ARMA upon the Terms and Conditions contained herein and will be paid for by the Customer at the applicable rates prevailing at the time such Services are provided.
- 10.9 ARMA can reasonably refuse to accept or continue to handle any debt(s) offered by the Customer for collection.
- 10.10 Where the Parties have not renewed these Terms and Conditions by their expiry date then these Terms and Conditions shall go into holding over, on a month to month basis until such time as the Parties enter into new Terms and Conditions, or either Party terminates on 30 days' written notice to the other Party. The rate of the Commission will continue at the rate prevailing as at the expiry date of these Terms and Conditions.

11. CUSTOMER AS TRUSTEE

- 11.1 If the Customer carries on business as trustee of a trust, then the Customer warrants that:
- (a) the Customer enters into the Agreement as trustee of a trust;
 - (b) the Customer has all requisite powers to enter into the Agreement; and,
 - (c) the beneficiary of the trust approves the purchase of the Services on the terms of the Agreement.

12. SEVERABILITY

- 12.1 If any provision contained in these Terms and Conditions becomes void or unenforceable for any reason, then that part will be severed with the intent that all remaining parts will continue to be in full force and effect and be unaffected by the severance of any other parts.

13. GOVERNING LAW

- 13.1 These Terms and Conditions are governed by the laws of New South Wales and each Party submits to the non-exclusive jurisdiction of the courts of that State in respect of any proceedings arising in connection with these Terms and Conditions. Each Party waives any objection to the venue of any legal process in these courts on the basis that the process has been brought in an inconvenient forum.

14. ENTIRE AGREEMENT

- 14.1 These Terms and Conditions comprises the entire agreement between the Parties. No additional terms and conditions apply to the sale of the Services unless the Terms and Conditions are varied in accordance with Clause 16.

15. NO RELIANCE

- 15.1 The Customer acknowledges that neither ARMA nor any person acting on ARMA's behalf have made any representation or other inducement to the Customer entering into these Terms and Conditions and further, have not entered into these Terms and Conditions in reliance on any representations or inducements (including in relation to the use of the Services) except for those representations contained in these Terms and Conditions.

16. VARIATION

- 16.1 From time to time, ARMA may wish to vary these Terms and Conditions. If ARMA intends to do so, ARMA will provide the Customer with twenty-eight (28) days' written notice of the varied Terms and Conditions. If the Customer has any reasonable grounds to believe the change will be detrimental to their rights, the Customer may terminate these Terms and Conditions in writing, without penalty, within twenty-eight (28) days of receiving ARMA's written notice. Any other variation of these Terms and Conditions must be agreed in writing by Authorised Representatives on behalf of ARMA and the Customer.

17. NO WAIVER OF RIGHTS

- 17.1 No delay or omission by a party to exercise any right, power or remedy available to that party as a result of a continuing breach or default under these Terms and Conditions will impair any such right, power or remedy, nor will it be construed to be a waiver of that Party's rights to take action or make a claim in respect of a continuing breach or default.

18. AGREEING TO THESE TERMS AND CONDITIONS

- 18.1 The person signing (or ticking the acceptance box if done online) any document which forms part of these Terms and Conditions for and on behalf of the Customer, the Customer hereby warrants that he or she has the Customer's authority to enter into these Terms and Conditions on the Customer's behalf and is empowered to bind the Customer to these Terms and Conditions.
- 18.2 The person signing (or ticking the acceptance box if done online) these Terms and Conditions indemnifies ARMA against all losses, costs and claims incurred by ARMA out of the person so signing, (or ticking the acceptance box if done online) these Terms and Conditions, not in fact having such power and/or authority.

19. CONFIDENTIALITY

- 19.1 ARMA and the Customer agree that the Agreement any other information furnished by the Parties to each other pursuant to the Agreement is and remains confidential between the Parties and the Parties must not disclose the same, or permit or cause the same to be disclosed, either directly or indirectly, to any third party unless:
- (a) prior approval in writing has been obtained from the other Party;
 - (b) disclosure is required by law or;
 - (c) the information is in the public domain prior to the disclosure by the Party.
- 19.2 The expression "any third party" for the purposes of Clause 19 does not include the financial or legal advisers of a Party.

20. DUTY BY ARMA

- 20.1 ARMA hold a general duty to the Customer to:
- (a) act only on the Customer's instruction in respect of the Services provided to the Customer.
 - (b) perform the Services in accordance with the industry guidelines for debt collection set by the Australian Competition and Consumer Commission (**ACCC**); and
 - (c) provide the Services to the Customer in a professional and skilled manner.

21. DISPUTE RESOLUTION

- 21.1 A Party claiming that a dispute has arisen in relation to the Service, must give written notice specifying the nature of the dispute to the other Party.
- 21.2 Should the Customer dispute an invoice issued by ARMA, the Customer must within 14 days of the date of the invoice, give notice to ARMA of the dispute. Should no notice be provided by the Customer to ARMA in relation to an invoice, the Customer is deemed to have accepted the invoice.
- 21.3 Should a dispute arise in relation to the Services, the Parties must use their best endeavours to resolve same within 14 days of notice.
- 21.4 Should the dispute fail to resolve the dispute within 14 days, then the Parties must escalate the dispute internally to the CEO of each respective Party.
- 21.5 This Clause does not apply to an application to the Court for urgent interlocutory or injunctive relief.

22. WARRANTY BY THE PARTIES

- 22.1 The Parties warrant to each other that:
- (a) they have full power and capacity to enter into the Agreement,
 - (b) they are unaware, as of the date of this Agreement, of anything which might or will adversely affect their ability to fulfil its obligations under the Agreement

23. PREVIOUS EDITIONS

- 23.1 This edition of these Terms and Conditions replaces and supersedes all previous editions of the Terms and Conditions ARMA has issued.

24. DISCLAIMER

- 24.1 ARMA may assign these Terms and Conditions to any third party without the Customer's consent.
- 24.2 The use of the Website is intended for users over the age of 18. The Customer must ensure that their access to, or use of, the Website is not illegal or prohibited by laws, which apply to the Customer. The Customer must take their own precautions to ensure that the process, which the Customer employs for accessing the Website, does not expose the Customer to risk of viruses, malicious computer code or other forms of interference, which may damage their computer system. ARMA takes no responsibility for any such damage which may arise in connection with the Customer's use of the Website.

- 24.3 Information contained throughout the Website and in our database is believed to be accurate and reliable at the time of publishing. There may be misprint, human errors and omissions. ARMA reserves their right to make changes and corrections to prices, produces and specifications without notice.
- 24.4 The Website may contain links to other Websites. Those links are provided for convenience only and may not remain current or be maintained. ARMA will not be responsible for the content or privacy prices associated with the linked Websites.
- 24.5 The Parties acknowledge and agree that ARMA is an independent contractor and nothing in this Agreement shall be deemed to constitute a partnership, joint venture, employment, or other relationship between the parties. Nothing in this Agreement shall constitute ARMA as agent of the Customer other than in the provision of Service.
- 24.6 Access to ARMA's database will be via a communication method agreed between ARMA and the Customer. The Customer will be responsible for any communication costs incurred relating to access to ARMA's database.
- 24.7 The Customer may not assign its right, interests, or obligations under this Agreement to any other third party without first obtaining ARMA's written consent.
- 24.8 A reference to a right or obligation of any two (2) or more persons confers that right or imposes that obligation jointly and severally.
- 24.9 The failure of ARMA or the Customer to enforce any provisions of this Agreement at any time shall not operate as a waiver of that provision in respect of that act or omission or any other act or omission.
- 24.10 If a payment owing to ARMA by the Customer is not forthcoming, ARMA will be able to commence legal proceedings against the Customer.
- 24.11 The Customer agrees to advise ARMA of any changes in personnel that may affect their access permissions to any of ARMA's Services.
- 24.12 Due to changing market forces, changes and other extenuating circumstances that effect product availability and prices stability, ARMA reserves their rights to withdraw any product ARMA advertises and change Prices by providing the Customer 30 days written notice.
- 24.13 Further to Clause 24.12 ARMA reserves their right to increase their Price at any time in accordance with the Consumer Price Index each year or by 4% per annum (whichever is higher) by providing the client 30 days written notice.
- 24.14 Headings in these Terms and Conditions are for convenience only and do not form part of the Agreement.
- 24.15 Words denoting the singular numbers includes the plural (and vice versa).

Schedule 1
Application for Services