

THE ICONIC

1 General Obligations

1.1 The Purchase Order ("PO"), and subsequently issued POs, constitutes an offer by Internet Services Australia 1 Pty Limited (ABN 50 152 631 082) ("THE ICONIC", "Supplier") to sell the gift cards with unique gift card codes redeemable on THE ICONIC's e-commerce store ("Gift Cards") listed in the PO to the purchaser listed in the PO ("Purchaser") in accordance with these Terms and Conditions ("Terms"). Such POs and these Terms together constitute the Agreement ("Agreement").

1.2 The Supplier agrees to sell and the Purchaser agrees to buy the Gift Cards in accordance with this Agreement.

1.3 The Purchaser agrees and accepts that all customer orders placed at THE ICONIC's ecommerce store using a Gift Card will be subject to THE ICONIC's Terms and Conditions, as amended and updated from time to time ([link](#)).

1.4 The Purchaser agrees that it will not onsell the Gift Cards.

2 Payment

2.1 The Purchaser shall pay for the Gift Cards in cleared funds within the payment terms in AUD as set out in the PO.

2.2 If a Party in good faith disputes whether all or any amount invoiced is payable, that party will notify the other accordingly and may withhold the disputed amount until the dispute is resolved. However, a Party must pay all undisputed amounts. Any dispute over an invoice will be resolved between the parties in good faith, as facilitated by their respective nominated representatives.

Each party is responsible for its own taxes and duties in relation to transactions conducted by it under the Agreement.

3 Intellectual Property Rights

3.1 Purchaser agrees that it does not have, nor will it claim any right, title or interest in the Gift Cards, the underlying intellectual property rights of the Supplier, the Supplier website or any underlying technology, software, applications, data, methods of doing business or any elements thereof, or any content provided on the Supplier website.

4 Confidentiality

4.1 Each Party undertakes that it shall not disclose to any person any confidential or commercially sensitive information (written or oral) concerning the business and affairs of the other party, except that a party may disclose confidential information (a) to its directors, officers and employees on a need to know basis for the purposes of performing the Agreement; (b) is subject to an obligation to disclose under law, or that is required to be disclosed by any competent regulatory authority; or (c) with the prior written consent of the disclosing party.

4.2 Confidential information does not include information about a Party that is already

legitimately in the public domain without breach of any obligation of confidentiality.

5 Liability

5.1 Each Party agrees to indemnify the other party and its employees, agents, consultants and subcontractors ("People") from and against any claims, demands, debts, accounts, actions, expenses, costs, liens liabilities and proceedings of any nature whatsoever (whether known or unknown) ("Claim") arising as a direct result of:

- (a) any breach by the indemnifying party (or its People) of this Agreement; or
- (b) any negligent, unlawful or wilful acts or omissions of the indemnifying party or its People,

except to the extent the Claim contributed by the other party's negligence or breach of the Agreement by that other party.

5.2 Neither Party shall be liable for any lost profits, lost revenues or for any indirect, incidental, consequential, special or exemplary damages arising out of or related to this Agreement, even if such damages are foreseeable and whether or not the other party has been advised of the possibility of such damages. In no event will the Supplier's or Purchaser's liability hereunder exceed the payments made by Purchaser to the Supplier in the 12 months preceding the event giving rise to the claim.

6 Termination

6.1 Each Party may terminate the Agreement by not less than 30 days written notice to the other Party at terminating Party's absolute discretion and convenience.

6.2 Either Party may otherwise terminate the Agreement immediately by written notice to the other Party if that other party:

- (a) the other party commits a material breach of any term of the Agreement and (if such breach is capable of remedy) fails to remedy that breach within fourteen (14) days after being notified in writing to do so;
- (b) the other party goes into liquidation, either voluntary (other than for reconstruction or amalgamation) or compulsory or enters into any composition or arrangement with its creditors (other than in the ordinary course of business), or has a receiver or administrator appointed over its assets, or ceases or threatens to cease, to carry on all or substantially the whole of its business, or is unable to pay its debts when they fall due.

6.3 On termination of the Agreement, the Supplier will be entitled to payment for any Gift Cards delivered in accordance with the Agreement up to the date of termination.

7 General

7.1 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any

and all prior and contemporaneous written and oral communications. Any term in any document furnished by Supplier which is in any way inconsistent with or in addition to the terms contained herein is expressly rejected.

- 7.2 The Parties are independent contractors. This Agreement is not intended to create a partnership, joint venture or relationship of principal and agent between the Parties. Neither Party has the authority to bind or commit the other Party in any way.
- 7.3 The Agreement may not be modified except in writing and signed by both Parties.
- 7.4 If any provision of the Agreement is found invalid or unenforceable, the remainder of the

Agreement shall remain valid and enforceable according to its terms.

- 7.5 Neither Party may assign or transfer its rights to any third party without the written consent of the other Party.
- 7.6 No person who is not a party shall have any right to enforce or enjoy the benefit of any term of the Agreement.
- 7.7 This Agreement is governed by the law in force in New South Wales and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of that State and courts of appeal from them.