

## **MAPMYBINS SUBSCRIPTION TERMS AND CONDITIONS**

### **WHO ARE WE**

Mapmybins subscriptions are supplied by Solar Bins Australia Pty Ltd (ABN 14 150 338 695) and its related bodies. Our business address is 91 Commercial Road, Teneriffe, Queensland 4007.

In these terms and conditions where we refer to “us”, “we” or “our”, we are referring to the Mapmybins app and Solar Bins Australia Pty Ltd.

### **SUBSCRIPTION TERMS**

The Mapmybins app are owned and operated by Solar Bins Australia Pty Ltd.

These terms govern your subscription to any product available through the Mapmybins App. These terms, together with the Conditions of Use, form part of the general terms and conditions governing the material on, use of and access to the MapMyBin App. We may change these Subscription Terms from time to time. If we do, any amendments will be posted on the Mapmybins website. If you object to any change to these Subscription Terms, your only remedy is to cancel your subscription before 14 days after the changes come into effect. If you do not cancel your subscription within that period you will be deemed to have accepted all changes.

### **REGISTRATION, AUTHORISED USE, SECURITY & MONITORING**

Your subscriptions will not be valid unless and until Mapmybins accepts your registration.

You must ensure that your username and password remain secure and confidential. You are entirely responsible for all use, activities and charges associated with or arising from any use of your username and password (regardless of whether you authorised such use), including unauthorised use of your or any other credit card. Each username and password must be used by a single user and is not transferable. An attempt to login with a username and password that is already in use will disconnect the other user. You must notify Mapmybins immediately if you become aware of any unauthorised use of your username and password.

Mapmybins may (but has no obligation to) monitor usage of the Mapmybins app via your account (including but not limited to concurrent usage of user name and passwords) and may take any action it deems appropriate including immediately terminating your subscription.

## SUBSCRIPTION CHARGES

For the current fees for products, services and other features offered in connection with the Mapmybins app, please go to the Mapmybins website. Mapmybins reserves the right to change the fees it charges for products, services or features offered in connection with the Mapmybins app, or introduce new fees from time to time. If such a change increases the price payable by you for your existing products or services (including your subscription), MindMyMaps will provide you with at least 14 days prior written notice of any such change. If you object to any such change, your only remedy is to cancel your subscription before 14 days after the change comes into effect. If you do not cancel your subscription within that period, you will be deemed to have accepted the change.

Unless stated otherwise by Mapmybins, in order to register for or purchase a service or product, you must submit valid payment details. Valid payments will be processed immediately or, if applicable, immediately upon the expiry of your free trial subscription. If you are paying by cheque then your subscription commences on the day that your cheque is banked by us. If, subsequently, the cheque you sent is not cleared, your subscription will be cancelled and you will have to make a new payment. Whether you pay by credit card, direct debit, cheque or by any other valid means, you will be given notification via email of the commencement of your new subscription. Unless you notify us otherwise, subscription fees and all other fees and charges associated with your subscription (including, but not limited to, any applicable federal, state, and local taxes) will be billed automatically to the payment details you provide when registering for the applicable service. If you do not notify us of changes to your billing details, MindMyMaps will assume that all of the information related to your nominated payment method remains valid and will submit to the relevant financial institution all information that it requires for approval.

If any subscription fees or other charges billed to your nominated account are not processed for any reason, Mapmybins shall have the right to suspend your subscription until such subscription fees or other charges are paid in full. You agree to pay all costs (including legal fees) incurred by Mapmybins in collecting any unpaid subscription fees or other charges from you. If payment in full is not received from you, Mapmybins reserves the right to cancel your subscription. Subscription fees will apply whether or not you actually use your subscription.

Unless stated to be otherwise, charges referred to for use of any services provided by Mapmybins are GST inclusive. Where GST applies, upon payment by you, Mapmybins will deduct the GST it incurs from each payment. The balance of the payment will be credited to your account. GST means the Australian goods and services tax charged under A New Tax System (Goods and Services Tax) Act 1999 (the "Act"). Tax invoice means tax invoice as defined by the Act.

## **TERMINATION OR CANCELLATION OF YOUR SUBSCRIPTION**

Subject to any conditions and cancellation fees noted below, you may cancel your Mapmybins subscription at any time by calling customer service on (+61) 1300 893 610. You cannot suspend your subscription to any Mapmybins subscription.

No refund will be paid in relation to month-to-month subscriptions or, trial subscriptions. If you cancel a standard term subscription you will generally be entitled to a pro rata refund for any unused months.

Month-to-month auto-renew subscriptions will continue until the next billing date after you notify us that you wish to cancel your subscription (provided you give us at least 24 hours notice prior to your next billing date). For the purposes of these Subscription Terms, "billing date" means the date in any month that you commenced your subscription (for example, the 15th of each month).

For some subscriptions, we will contact you within a reasonable time before the expiry of your subscription term to give you the opportunity to OPT OUT of renewing your Mapmybins subscription for a further year. If you fail to opt out, your subscription will automatically renew on the subscription expiry date, at the then current yearly subscription rate, and you will be charged accordingly.

You may upgrade or downgrade your paid subscription at any time by calling customer service on (+61) 1300 893 610.

Mapmybins may immediately cancel your subscription, without notice or liability (including for any refund or credit to you), if we determine, acting reasonably, that: (i) you have breached any portion of these Subscription Terms or the general terms and conditions for use of the Mapmybins site or (ii) your use of or access to the Mapmybins violates any applicable law or regulation or otherwise inhibits any other subscriber from using or accessing the Mapmybins Sites or any other service offered by Mapmybins on the Mapmybins Sites.

Mapmybins also reserves the right to cancel your subscription for any reason, provided that we give you written notice of such cancellation and, in the event of cancellation, pay you a pro-rata refund for the outstanding portion of your subscription.

None of the foregoing limits any other legal, equitable, or contractual rights available to Mapmybins.

## **TRIAL TERMS**

If you receive a free trial subscription to a Mapmybins (“Trial”), it will begin on the date on which Mapmybins accepts your registration. During the Trial you will not be charged a subscription fee. You may cancel or opt-out of the Trial prior to the expiry of the Trial online by calling customer service on (+61) 1300 893 610.

However, if you do not cancel or opt out during the Trial, you will be automatically rolled onto a paid subscription upon expiry of the Trial (either a month to month subscription or yearly subscription, depending on the option you have selected) and you will be charged accordingly, unless otherwise stated during the signup process.

If you have previously received a Trial, you will not be eligible to receive another Trial. You understand that the Trial may not include certain information, functionality or services, as specified from time to time.

## **PERSONAL USE ONLY**

Unless expressly agreed by us, subscriptions are strictly for personal or internal business use only.

## **SUBSCRIPTION TERMS**

### 1. Definitions

In these terms:

“Administrator” means the Service administrator(s); an individual or individuals appointed by the Subscriber to provide access to and use of the Mapmybins Administrator to tailor the Service access levels and user functionality for the Subscriber’s specific needs.

“Additional Fees” means the additional fees specific to any service as set out in the Pricing Schedule or any other schedule.

“Client” means a customer or client of a Subscriber to whom Information may be provided, where permitted, subject to the Subscription Terms.

“Effective Date” means the date as set out in the Product Schedule, or if undated, the date of first availability of the Service for use by the Subscriber.

“Fees” means the aggregate of the fees for the Information and fees for the Service, payable by the Subscriber to Mapmybins being bundled, packaged or amended as set out in the Pricing Schedule.

“GST” means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 (“the Act”). All other terms have the definitions in the Act and/or are construed in accordance with the Act.

“Information” means information, in whatever form, provided as part of the Service

“Initial Term” means the “Initial Term” specified in the Product Schedule.

“Pricing Schedule” means the “Pricing Schedule” to the Subscription Agreement, including any updated or amended versions of it.

“Product Schedule” means the “Product Schedule” to the Subscription Agreement, including any updated or amended versions of it.

“Renewal Date” means the date immediately following the last date of the Initial Term.

“Representatives” means, in relation to the Subscriber:

**1. Agents of the Subscriber and each of its Subsidiaries;**

“Service” means the information products and services available to the Subscriber through the Website and App, as set out in the Product Schedule, or any other service through which Information is supplied to the Subscriber by Mapmybins on [mapmybins.com.au](http://mapmybins.com.au) (URL)

“Subscriber” means the entity set out in the Subscription Agreement with the details in the Product Schedule, and any Subsidiary.

“Subscription Agreement” means the signed subscription letter agreement between the Subscriber and Mapmybins including the Product Schedule and the Pricing Schedule.

“Subscription Terms” means:

1. These Subscription Terms for Corporate Subscribers;
2. The terms of the Subscription Agreement.
3. The terms set out in the section of the “Subscription terms (pdf)” linked to the Mapmybins website above these Subscription Terms for Corporate Subscribers;
4. The “conditions (pdf)” linked to the Mapmybins website; and
5. All other terms of use and disclaimers contained in or linked to the Mapmybins website.

“Subsidiary” means a subsidiary of the Subscriber within the meaning of the Corporations Act 2001 (Cth) and, in the case where the Subscriber is controlled by a partnership, that partnership (and each of its partners).

“Term” means the Initial Term and all renewals and extensions under clause 6.2.

“Trial Term” means the trial term of the Agreement which is the period of time set out in the Pricing Schedule or as agreed in writing by the parties, commencing on the Effective Date.

“User” means a Representative authorised by the Subscriber to use the Service, subject to the permitted number of Users set out in the Product Schedule.

## 2. SERVICE

- 2.1. Mapmybins will supply the Information through the Service to the Subscriber and grants to the Subscriber a non-exclusive, non-transferable, non-sublicensable, non-assignable license to use the Information and the Service pursuant to the terms of this Agreement.
- 2.2. Mapmybins retains control and ownership of the form and content of the Service. Neither the Subscriber nor any User will acquire any ownership rights in the Service or the Information, and the Subscriber shall not alter the form or content of the Information or Service without the written permission of Mapmybins.
- 2.3. Mapmybins may alter the form and content of the Service from time to time. The Information is either licensed from third party information providers or is proprietary to Mapmybins. Should any license agreement with an information provider be terminated or suspended for any reason then the Information supplied by that information provider may be withdrawn from the Service.
- 2.4. The Subscriber acknowledges that any indexing codes used for retrieving Information from the Service are owned by either Mapmybins or a third party, and that such indexing codes are protected by copyrights, database rights and/or trademarks owned by the relevant party. The Subscriber may use the indexing codes solely to access information from the Service and may not otherwise copy, publish, re-distribute or otherwise use such codes.

### 3. USE OF THE SERVICE

3.1 View and print a single permanent copy of the Information ; and

3.2 The Subscriber, and each User, shall not:

- Use, copy, store, save, transmit, reproduce, distribute, display, sell, publish, broadcast or circulate the Information to any third party, other than as authorised in clause 3.1 and 3.2;
- Remove, conceal or alter any copyright notices contained in the Service or the Information;
- Create or store in electronic form any shared library or archive of Information which could be used as a research application;
- Sell or receive any compensation for Information distributed to Client (except for recovery at cost of Views incurred by Client), and for the avoidance of doubt, Subscriber may only forward Service Emails to Customers on an occasional and infrequent basis, but are not authorised to forward such emails as part of a regular and ongoing alerting service; or
- Share the password which they use to access the Service with any other person. Users should notify the Administrator or Mapmybins if they learn or suspect that any password(s) is either being used by any person not authorised by the Subscriber to use the Service or is being used by more than one User.

3.3 The Subscriber shall:

- Ensure that each User is aware of and complies with the conditions of use of the Service and/or the Information contained in this Agreement;
- Ensure that each User complies with any additional restrictions notified by means of any onscreen notices contained within an article of Information to which the additional restriction relates. To the event that there is any inconsistency between the terms of this Agreement and any on-screen notice, then the terms of this Agreement will prevail;
- Ensure that each Client is aware of, and use reasonable endeavours to ensure each Client complies with, the conditions of use of the Service and/or the Information contained in this Agreement;
- Provide Mapmybins with reasonable assistance in complying with Mapmybins's obligations under privacy laws relating to information in respect of individual Users. Subscriber warrants and represents to Mapmybins that it is authorised by each of the Users to receive the Users' personal information from Mapmybins.

3.4 Mapmybins will issue the Subscriber with one password for each User, each such password may only be used by one individual. The Subscriber must notify Mapmybins if it learns or suspects that any password(s) is either being used by any person not authorized by the Subscriber to use the Service or is being used by more than one individual. Mapmybins will then cancel the relevant password(s) and assign a new password(s) to the Subscriber. Mapmybins may in its reasonable discretion attach conditions to the assignment of such new password(s).



3.5 In the event that the Subscriber or any User or Client breaches the terms of use of the Service as set out in this clause 3, the Subscriber acknowledges that damages may be an insufficient remedy. The parties acknowledge that any damages payable are without prejudice to any other injunctive relief or contractual liability that Mapmybins is entitled to in accordance with this Agreement as a result of any breach of this agreement, including but not limited to breach of Mapmybins's intellectual property rights in the Service. Without limitation, Mapmybins may suspend the Service in the event of a breach described in this clause.

#### **4. FEES AND TAXES**

4.1 The Subscriber agrees to pay the Fees and any Additional Fees to Mapmybins within 30 days of receipt of an invoice from Mapmybins ('Invoice').

4.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.

4.3 If GST is payable on any taxable supply made or to be made under this agreement, the consideration payable will be increased by an amount equal to the amount of GST payable by the Subscriber. The Subscriber agrees to pay such GST amount on receipt of a proper tax invoice from Mapmybins.

4.4 The Subscriber shall have the right to withhold any applicable taxes from payments due under this agreement as required by law. If any deduction from payments due under this agreement is required on account of a withholding tax, the Subscriber will provide Mapmybins with a certificate or other receipt signed by the appropriate taxing authority confirming the tax withheld and the subsequent payment of the tax to the taxing authority. Where there is a reduction in any Fees or Additional Fees due that is not supported by such a certificate or receipt, the reduction will be considered an underpayment by the Subscriber.

4.5 The Pricing Schedule may be amended from time to time in accordance with clause 4.6. Other than as set out in the Pricing Schedule or pursuant to clause 4.6, no change in the Fees payable by the Subscriber shall be effective unless agreed in writing between the parties.

4.6 Mapmybins may, following not less than 30 days' prior written notice to the Subscriber, amend the Pricing Schedule and/or any Schedule setting out the Additional Fees. If the amendment to the Pricing Schedule results in an increase in the Fees for the Subscriber, then the Subscriber may, within 30 days of receipt of such notice, terminate this Agreement by written notice to Mapmybins. If the amendment to any Schedule results in an increase in the Additional Fees for the Subscriber, then the Subscriber may, within 30 days of receipt of such notice, terminate that part of the Service that relates to the Additional Fees by written notice to Mapmybins. If the Subscriber gives notice pursuant to this clause 4.6 then such termination shall be effective on the date on which the Fees and/or any applicable Additional Fees would have increased and the Subscriber will be entitled to a pro rata refund of any Fees or Additional Fees paid in advance for services not rendered at the date of termination.

## 5. Warranty, liability, and indemnity

5.1 Mapmybins shall make reasonable efforts to ensure: the accuracy and reliability of the Service; the timeliness of the Information; and that the Service does not contain any computer virus. Mapmybins will not be held liable in relation to the accuracy or timeliness of the Information or for any loss or damage of any type in connection with the provision of or failure to provide the Service, except as set out in this clause 5. This Agreement gives neither the Subscriber, nor any User or Customer any rights against third party information providers with respect to the use of Information.

5.2 Mapmybins does not exclude any rights or remedies available to you under the Trade Practices Act (1974) Cth or any similar State or Territory based legislation in Australia that cannot be excluded, restricted or modified. Otherwise, all conditions and warranties in respect of afr.com and the Information that may be implied by law are excluded. To the extent Mapmybins is liable for breach of any implied warranty or condition which cannot be excluded, liability is restricted, at MapMyBin's option, to:

- In the case of services supplied or offered by Mapmybins, the re-supply of those services or the payment of the cost of having those services re-supplied; and
- In the case of goods supplied or offered by Mapmybins, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or the payment of the cost of having the goods repaired.

5.3 Subject to the above qualifications and clause 5.4, the Subscriber expressly agrees that in no circumstances will Mapmybins be liable for any damage or loss (including but not limited to any indirect or consequential loss or any loss of profits or revenues whatsoever) however caused (including but not limited to, by the negligence of Mapmybins) suffered or incurred by the Subscriber in connection of the use of the Mapmybins website.

5.4 Mapmybins shall indemnify the Subscriber against any direct loss or damage suffered by the Subscriber arising out of any third party claim or action that the Information infringes the intellectual property rights of such third party, except for any claim or action arising out of a breach of this Agreement by the Subscriber, any User or Customer. The Subscriber agrees that if any such claim is made by a third party then the Subscriber will promptly notify and cooperate with Mapmybins, and Mapmybins shall at its request be given control of such action.

5.5 The Subscriber shall indemnify Mapmybins and, where relevant, any third party information provider or supplier, for any direct loss or damage (not including any consequential loss or special or punitive damages) arising out of any use of the Information by the Subscriber and/or Users and/or Clients beyond the rights expressly granted to the Subscriber and/or the Users and/or Clients under this Agreement.

5.6 The total liability of Mapmybins under this Agreement shall, to the extent permitted by law, under no circumstances exceed the Fees paid by the Subscriber in the twelve months preceding such claim.

## 6. Term and Termination

6.1 The Trial Term, if any, is set out in the Product Schedule or as agreed and/or amended by writing between the parties.

6.2 After the Trial Term (if any), this Agreement shall be renewed for the Initial Term unless the Subscriber notifies Mapmybins otherwise in writing prior to the end of the Trial Term. Thereafter this Agreement shall automatically be renewed for successive 12 month periods on the Renewal Date and each anniversary of the Renewal Date, save that during the Term any Service may be cancelled by either Mapmybins or the Subscriber on 90 days' prior written notice to the other prior to the Renewal Date and each anniversary of the Renewal Date.

6.3 Without prejudice to any rights of either party, this Agreement may be terminated:

- In the event of a party committing any breach of this Agreement which is remediable and not remedied within 21 days of written notice from the other party requiring such remedy;
- Immediately on written notice being given by a party if the other party commits any irreparable breach of this Agreement or repeats any breach as has previously been the subject of a notice under paragraph (a) above;
- Immediately on a party giving written notice to the other party if:

1.i. an order is made or an effective resolution is passed for the liquidation or winding up of the other party;

2.ii. the other party enters into any composition with its creditors;

3.iii. the other party has a receiver, manager, administrative receiver or administrator appointed in respect of it or substantially all of its assets;

4.iv. the other party is affected in any jurisdiction other than Queensland by any matter of substantially similar effect to any of the matters referred to in paragraphs (i) to (iii) above.

- [Mapmybins company announcements archive](#)

6.4 On termination of this Agreement for any reason other than for Mapmybins being in breach of this Agreement or being subject to an event listed in clause 6.3 (c), the Subscriber shall pay to Mapmybins any Fees or Additional Fees payable until the end of the then current Term.

6.5 If the Subscriber commits a material breach of this Agreement, Mapmybins may suspend any Service without notice or penalty until such breach is remedied.

## 7. Confidentiality

7.1 The parties acknowledge and confirm that during the term of this Agreement and following its termination the parties shall treat as confidential and shall not (other than in the proper provision of the Service or as required by any applicable law) use or disclose to any person, firm or company, the terms of this Agreement, including the Pricing Schedule agreed between the parties, and any confidential information relating to the business of and belonging to the other party, nor permit its use or disclosure. This obligation of confidentiality shall not apply to information which is publicly known (through no fault of the non-disclosing party) or not of commercial value to such other party.

7.2 No public announcement, press release or circular (other than required by law or regulation) concerning this Agreement will be made by either party without the prior consent of the other party, which shall not be unreasonably withheld or delayed.

## **8. Web Content**

8.1 Mapmybins chooses the internet sites through which the Web Content is made available and uses reasonable care in doing so. However, the Web Content is not made available through any licensing agreement with any third party, and accordingly Mapmybins does not and cannot license the use of such Web Content. The Subscriber and Users are solely responsible for determining the extent to which the Web Content is used.

8.2 The Web Content is not included as Information for the purposes of this Agreement and Mapmybins does not accept any liability in relation to the Web Content.

## 9. General

9.1 The terms and conditions set out in The Subscription Terms represent the entire agreement between both parties relating to the Service and supersede all prior agreements and representations. No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power and/or remedy. Neither party will be liable for any loss or failure to perform an obligation due to circumstances beyond its reasonable control.

9.2 The Service subscribed for under the Subscription Terms, the level of the Fees and Additional Fees and other relevant details of such Service may be amended by written notice signed by both parties confirming the relevant amendment and the inclusion of any additional schedule.

9.3 In the event of conflict between these Subscription Terms for Library Services, the Subscription Agreement and any other document or information forming part of the Subscription Terms as defined in clause 1 (where "conflict" denotes, as between any two such document, an impossibility to comply with both of them in the relevant respect):

- generally, these Subscription Terms for Library Services shall prevail; and
- in relation to the provision of a particular product or element of the Service, the Product Schedule shall prevail.

9.4 All notices shall be in writing, and delivered by courier or registered mail, or by either facsimile or electronic mail with confirmation, to the addresses specified in the Product Schedule, or other address stipulated in writing by one party to the other. Notice shall be deemed received on the date 3 business days after being sent, if by courier or registered mail, or on the date actually received, if by fax or electronic mail.

9.5 Neither party may assign the Subscription Terms without the prior written consent of the other party, provided

9.6 The official language of the Subscription Terms shall be the English language and no translation into any other language may be used in its interpretation.

9.7 The Subscription Terms shall be governed by, construed and take effect in accordance with the laws of Queensland and the parties submit to the exclusive jurisdiction of the courts of Queensland.