

Terms and Conditions

1. Abstract

Community Data Solutions terms and conditions stipulates the terms of use for its products and services.

2. Revision History

Current as of: 22 Mar 2021

- Version 1.1

Terms and Conditions

1. Dictionary

1. The Terms Dictionary in Appendix 1 defines some of the terms used in these Terms & Conditions and sets out the rules of interpretation that apply to the Agreement.
2. Terms set out in the Particulars of the Solution Agreement have the corresponding meaning.

2. Application

1. These Terms & Conditions apply to:
 - a. Use and access of the Website;
 - b. Use and access of the Solution; and
 - c. The Customer Solution Agreement.
2. Where you do not accept these Terms & Conditions you must immediately cease using:
 - a. The Website; and/or
 - b. The Solution.
3. Minor variations to these Terms & Conditions may be made by CDS from time-to-time, and unless stated otherwise by CDS in writing, such updates shall come into effect:
 - a. For use and access of the Website, immediately; and
 - b. For use of the Solution and in relation to the Customer Solution Agreement, at the commencement of the following quarter after you receive notice of the update(s).
4. CDS undertakes to notify you in writing, with at least 21 business days notice, of any potentially adverse major variations to these Terms & Conditions. These communications will include:
 - a. A clear listing of how the variations might be made, and
 - b. A definition of how far the variation can go.
5. You retain the right to cancel the Agreement without penalty if you do not agree to the updated Terms and Conditions.

3. Agreement

1. By using the Website and/or Solution, you agree that you acknowledge and accept (severally and as relevant):
 - a. These Terms & Conditions;
 - b. The Privacy Policy; and
 - c. The Customer Solution Agreement
2. Where something in these Terms & Conditions is inconsistent with a Special Condition the Special Condition shall prevail.

4. License

1. By accepting these Terms & Conditions, you are granted a limited, non-exclusive and revocable license to access:
 - a. The Website; and/or
 - b. The Solution, in accordance with these Terms & Conditions.

2. CDS may issue the license to you on any further terms or limitations (including the number of users) as it sees fit, and as so specified in the Customer Solution Agreement or elsewhere in writing.
3. CDS may revoke or suspend your license(s) in its absolute discretion for any reason that it sees fit, including a gross breach of these Terms & Conditions by your users. CDS will provide you with a minimum 21 days written notice of any suspension or revocation. Should an issue arise regarding the fairness of the revocation or suspension occur, the dispute procedures in Clause 20 should be used by both parties to settle the matter.

5. Use

1. You agree that you shall only use the Website and Solution for legal purposes and shall not use either to engage any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by CDS in its discretion.

6. Solution

1. The Solution is only accessible to Customers. If you are not a Customer (meaning your organisation has not signed a Customer Solution Agreement) you do not have authority to access the Solution.
2. You agree and accept that the Solution is:
 - a. Hosted on CDS servers and shall only be installed, accessed and maintained by CDS, accessed using the internet or other connection to the CDS servers and is not available 'locally' from your own systems; and
 - b. Managed and supported exclusively by CDS from the CDS servers and that no 'back-end' access to the Solution is available to you unless expressly agreed in writing.
3. As a hosted and managed service, CDS reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter the Solution.
4. CDS shall not exercise its rights under clause 6.4 in a manner that would intentionally cause you to lose access to Customer Data or fundamentally decrease the utility of the Solution to you, other than in accordance with these Terms & Conditions.

7. Other Services

1. The Customer agrees to pay CDS the Fees & Charges for any work approved by the Customer and performed by CDS.

8. Authorised Users

1. The Customer shall authorise users to access the Solution in its absolute discretion. CDS accepts no liability for access to Customer Data by users authorised by the Customer or using login details of users authorised by the Customer.
2. You are solely responsible for the security of your username and password for access to the Solution.
3. You are responsible for ensuring users comply with these Terms & Conditions in full and liable for any breach by them.

9. Customer Data

1. CDS obtains no right, title or interest in Customer Data including any Intellectual Property found within it. CDS accepts no liability for the content of Customer Data.
2. You are responsible for the accuracy, quality and legality of Customer Data and your acquisition of it, and the users that create, access and/or use Customer Data.
3. CDS shall not access, use, modify or otherwise deal with Customer Data except where required by compulsion of law or upon your authority (such as to provide Support).
4. Unless agreed in writing otherwise, all Customer Data shall be physically located in Australia. You agree that CDS may use any backup and failover services it sees fit at its discretion.
5. Where this Agreement is terminated in accordance with these Terms & Conditions, CDS shall ensure that all Customer Data is available to be transferred to you for a period of one calendar month, provided all outstanding Fees & Charges have been paid along with any relevant Fees & Charges that apply to the return and transfer of this data despite the termination of the Agreement.
6. Despite clause 9.1 and clause 9.5, CDS shall be authorised to permanently delete Customer Data where outstanding Fees & Charges remain unpaid in accordance with clause 11 for a period of more than three calendar months.

10. Privacy

1. CDS maintains the Privacy Policy in compliance with the provisions of the Privacy Act for data that it collects about you, Website Users and other Customers. CDS agrees to abide by the Privacy Act regardless of whether CDS is legally bound by that act.
2. The Privacy Policy does not apply to how you handle your Customer Data. It is your responsibility to meet the obligations of the Privacy Act by implementing a Privacy Policy in accordance with law.
3. CDS makes no warranty as to the suitability of the Solution in regards to the Customer's privacy obligations at law or contract, and it is your responsibility to determine whether the Solution is appropriate for your circumstances.

11. Fees & Charges

1. You agree to pay all Fees & Charges as and when they fall due and to the extent permissible by law Fees & Charges are non-cancellable or refundable once ordered or paid.
2. CDS shall notify you of any changes to existing Fees & Charges in writing with no less than 21 business days before the end of the current billing period to which those Fees & Charges apply. CDS reserves the right to change its Fees & Charges at any time.
3. CDS may introduce new services and/or Fees & Charges by giving you written notice of 21 business days before their availability and applicability.
4. If you do not accept a change to the Fees & Charges, you must communicate your reasons to CDS before the commencement of the next billing period. If CDS does not receive any communication from you regarding the Fees & Charges, and you continue to use the Solution, this will be construed as acceptance of the Fees & Charges proposal.
5. Fees & Charges for calendar periods shall be adjusted pro-rata for initial charges, and then charged for the full calendar period in advance.
6. CDS may revoke or suspend your license to access the Solution for unpaid Fees & Charges without liability.
7. Where CDS:
 - a. Is required to perform any services for you outside of what is set out in this Agreement or otherwise in writing;
 - b. Is subject to delays caused by changes or complexities outside of its control (and not caused by its breach of this Agreement); then

- c. You agree that CDS shall be entitled to charge you an additional amount that is reasonable for the service performed.
8. Unless stated otherwise, all Fees & Charges are exclusive of GST.
9. You retain the right to cancel the Agreement without penalty if you do not agree to the changes to CDS' Fees & Charges.

12. Invoicing & Payments

1. CDS shall issue you a Tax Invoice for all Fees & Charges. The terms of payment set out on the Tax Invoice shall apply.
2. Where Fees & Charges are payable:
 - a. In advance, no services shall be commenced or provided unless a Tax Invoice has been issued and paid in full;
 - b. In arrears, CDS reserves the right to cease work and not perform any further services until the Tax Invoice for those Fees & Charges have been paid.
3. Should you dispute a Tax Invoice, you must notify CDS of the disputed item within 5 business days of the date of the Tax Invoice. You must pay the amount of the Tax Invoice not in dispute within the prescribed payment period.
4. Overdue Tax Invoices shall accrue interest at the rate of 1.5% per month, or in default, the maximum rate of penalty interest prescribed under law.
5. You authorise CDS to use your information for the purposes of obtaining a credit assessment or to otherwise make investigations as to your payment history.
6. No refunds are offered unless provided for in these Terms & Conditions or as required by law.

13. Data

1. Security. CDS takes the security of the Website and the Solution and the privacy of its Users very seriously. As a condition of using either, you agree that you shall not do anything to prejudice the security or privacy of any User Information or a CDS system.
2. Transmission. CDS shall do all things reasonable to ensure that the transmission of data occurs according to accepted industry standards. It is up to you to ensure that any transmission standards meet your operating and legal requirements.
3. Storage. CDS may limit the amount of data that you store in the Solution, and shall provide a minimum of 21 days notice of any such change. Data that is stored with CDS shall be stored according to accepted industry standards.
4. Backup. CDS shall perform backups of its entire systems in a reasonable manner at such times and intervals as is reasonable for its business purposes. CDS does not warrant that it is able to backup or recover specific Customer Data from any period of time unless so stated in writing by CDS.
5. Transfer & Return. Upon request, CDS shall export all your Customer Data and return the same to you by way of physical media or download, as is appropriate, and you shall pay any relevant Fees & Charges and reimburse CDS for any reasonable expenses incurred in doing so (such as freight and insurance).

14. Access

1. Website. By using the Website you acknowledge that CDS is not required to keep the Website available for your use and we make no warranties as to its availability. We accept no responsibility for the unavailability of this Website, or any offers or services found on the Site, and you agree that we are not liable for any loss or damage that you or any other person incurs by not being able to access the Website. We make no guarantees, implied or expressed, as to the backups of the Site.

2. Solution. CDS services are subject to certain guarantees that cannot be excluded by Australian legislation, particularly under the Australian Consumer Law. We do not exclude or limit the application of any applicable state or Commonwealth laws (including the Competition and Consumer Act 2010). We will make reasonable efforts to ensure continuity of service. However, by accepting these Terms & Conditions you agree that CDS shall provide access to the Solution to the best of its abilities, however it accepts no responsibility for ongoing access to the Solution.

15. Intellectual Property

1. Website. All content on the Website is the copyright of CDS. Without the express written permission of CDS, you shall not:
 - a. Replicate all or part of the Website in any way; or
 - b. Incorporate all or part of the Website in any other webpage, site, application or other digital or non-digital format.
2. Trademarks. CDS has moral & registered rights in its trademarks and you shall not copy, alter, use or otherwise deal in the marks without the prior written consent of CDS.
3. Proprietary Information. The Website and Solution may use software and other proprietary systems and intellectual property for which CDS has appropriate authority to use, and you agree that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. You warrant that you shall not infringe on any third-party rights through the use of the Solution or Website.
4. Solution. You agree and accept that the Solution is the Intellectual Property of CDS and you further warrant that by using the Solution you will not:
 - a. Copy the Solution or the services that it provides for your own commercial purposes; and
 - b. Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in the Solution or any documentation associated with it.
5. Content. All content (with the exception of Customer Data) remains the Intellectual Property of CDS, including (without limitation) any source code, ideas, enhancements, feature requests, suggestions or other information provided by the Customer or any other party with respect to the Website or the Solution.

16. Confidentiality

1. Each party acknowledges and agrees that:
 - a. The Confidential Information is secret, confidential and valuable to the disclosing party ("Discloser");
 - b. It owes an obligation of confidence to the Discloser concerning the Confidential Information;
 - c. It must not disclose the Confidential Information to a third party except as permitted in these Terms & Conditions;
 - d. All Intellectual Property rights remain vested in the Discloser by disclosure of Confidential Information does not in any way transfer or assign any rights or interests in the Intellectual Property to the receiving party; and
 - e. Any breach or threatened breach by the receiving party of an obligation under these Terms & Conditions may cause the Discloser immediate and irreparable harm for which damages alone may not be an adequate remedy. Consequently the Discloser has the right, in addition to other remedies available at law or in equity, to seek injunctive relief against the receiving party (and its agents, assigns, employees, officers and directors, personally) or to compel specific performance of this clause.
2. A party must notify the Discloser in writing giving full details known to it immediately it becomes aware of:
 - a. Any actual, suspected, likely or threatened breach by it of clause 16.1;
 - b. any actual, suspected, likely or threatened breach by any person of any obligation in relation to the Confidential Information; or
 - c. any actual, suspected, likely or threatened theft, loss, damage, or unauthorised access, use or disclosure of or to any Confidential Information.

3. The receiving party must promptly take all steps that the Discloser may reasonably require and must co-operate with any investigation, litigation or other action of the Discloser or of a related body corporate if there is:
 - a. any actual, suspected, likely or threatened breach of a term of these Terms & Conditions; or
 - b. any theft, loss, damage or unauthorised access, use or disclosure of or to any Confidential Information that is or was in its possession or control.

17. Liability & Indemnity

1. You agree that you use the Site and/or Solution at your own risk.
2. You acknowledge that we are not responsible for the conduct or activities of any user and that we are not liable for such under any circumstances.
3. You warrant that you have obtained all necessary consents from the relevant individuals to store personal and sensitive information on a database that will be accessible by third party providers.
4. You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Solution or Website, including any breach by you of these Terms & Conditions.
5. In no circumstances will we be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from your access to, or use of, or inability to use the Site or any content, or in any way relating to an experience itself (or the provision or non-provision of an experience), whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not we knew or should have known of the possibility of such damage to business interruption of any type, whether in tort, contract or otherwise.
6. Certain rights and remedies may be available under the Competition and Consumer Act 2010 (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, we and our related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, our liability for breach of any implied warranty or condition that cannot be excluded is restricted, at our option to:
 - a. The re-supply of services or payment of the cost of re-supply of services; or
 - b. The replacement or repair of goods or payment of the cost of replacement or repair.

18. Breach

1. Where a party is in breach of this Agreement, the other party may issue a written notice ("Breach Notice") requiring the party in Breach that must set out:
 - a. The nature of the breach;
 - b. The provisions of the Agreement that are alleged to have been breached;
 - c. A reasonable timeframe to remedy the breach not less than 10 business days; and
 - d. The action required to remedy the Breach.
2. Where a party issues a complaint Breach Notice in accordance with clause 18.1, the receiving party shall be required to respond and/or remedy the breach as so set out in the Breach Notice. Failure to respond in writing setting out:
 - a. The steps taken to remedy the breach; or
 - b. Why the party believes it is not in breach as put forward in the Breach Notice, shall not in itself confirm the alleged breach but shall be in itself a breach of this Agreement.
3. Failure to remedy a breach set out in a Breach Notice shall be a Material Breach of this Agreement.

19. Termination

1. Breach. Where a party is in Material Breach of this Agreement, the other party may terminate this Agreement in accordance with these Terms & Conditions by giving written notice of termination, which shall become effective 7 days after the date of the Notice.
2. Cancellation or Non-Renewal. You may choose to not renew your access to the Solution by giving CDS no less than 14 days notice in writing before the end of the relevant billing period.
3. Insolvency. Either party may cancel any or all of the Services immediately by Notice, if either party:
 - a. Stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
 - b. is insolvent within the meaning of section 95A of the Corporations Act;
 - c. fails to comply with a statutory demand (within the meaning of section 459F(1) of the Corporations Act) unless:
 - i. the debt to which the statutory demand relates is discharged within 15 Business Days of the date of the failure; or
 - ii. the party demonstrates to the satisfaction of the other party (acting reasonably) that it is able to pay all its debts as and when they become due and payable;
 - d. has an administrator appointed in respect of it;
 - e. has a controller within the meaning of section 9 of the Corporations Act or similar officer appointed to the whole or a substantial part of its assets or undertaking and that controller or similar officer is not removed within 15 Business Days of the appointment;
 - f. has an order made or a resolution passed for its winding up or dissolution or it enters into an arrangement, compromise or composition with or assignment for the benefit of its creditors or a class of them;
 - g. has any security enforced over, or a distress, execution or other similar process levied or served against, the whole or a substantial part of its assets or undertaking; or
 - h. is subject to any event which, under the Law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events listed above.
4. Liquidation. In the event of CDS going into liquidation, all source code relating to the operation of the Solution will be made available for transfer to the Customer who shall pay any relevant Fees & Charges and reimburse CDS for any reasonable expenses incurred in doing so.
5. Expiry or termination of this Agreement is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of this Agreement up to the date of expiry or termination.
6. The rights and obligations under the relevant provisions of clauses 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 20 & 22 survive termination of this Agreement.

20. Disputes

1. Negotiation. If there is a dispute between the parties relating to or arising out of this Agreement, then within five Business Days of a party notifying the other party of a dispute, senior representatives from each party must meet and use all reasonable endeavours acting in good faith to resolve the dispute by joint discussions.
2. Mediation. If the dispute between the parties relating to or arising out of this Agreement is not resolved within five Business Days of notification of the dispute under Clause 20.1, the parties must agree to submit the dispute to mediation, administered by Lawyers engaged in Alternative Dispute Resolution.
3. Arbitration. If the dispute between the parties relating to or arising out of this Agreement is not settled by mediation under Clause 20.2, either party may by written notice to the other refer the dispute to arbitration administered by the Institute of Arbitrators Australia. The arbitrator will be agreed between the parties from a panel suggested by the President of the Institute of Arbitrators Australia or failing agreement, an arbitrator will be appointed by the President of the Institute of Arbitrators Australia.
4. Court proceedings. A party may not commence Court proceedings in relation to a dispute relating to or arising out of this Agreement until it has exhausted the procedures in this Clause 20 unless the party seeks appropriate

injunctive or other interlocutory relief to preserve property or rights or to avoid losses that are not compensable in damages.

21. Force Majeure

1. If a party is prevented in whole or in part from carrying out its obligations under this Agreement as a result of Force Majeure, it will promptly notify the other party accordingly. The notice must:
 - a. specify the obligations and the extent to which it cannot perform those obligations;
 - b. fully describe the event of Force Majeure;
 - c. estimate the time during which the Force Majeure will continue; and
 - d. specify the measures proposed to be adopted to remedy or abate the Force Majeure.
2. Following a notice of Force Majeure in accordance with clause 21.1 and while the Force Majeure continues, the obligations which cannot be performed because of the Force Majeure will be suspended, other than obligations to pay money that is due and payable.
3. The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must remedy the Force Majeure to the extent reasonably practicable and resume performance of its obligations as soon as reasonably possible.
4. The party that is prevented from carrying out its obligations under this Agreement as a result of Force Majeure must take all action reasonably practicable to mitigate any loss suffered by the other party as a result of the party's failure to carry out its obligations under this Agreement.
5. The term of this Agreement will not be extended by the period of Force Majeure.

22. Electronic Communication & Notices

1. The words in this clause that are defined in the Electronic Transactions Act 1999 (Cth) have the same meaning.
2. The parties acknowledge and agree that this agreement may be executed and binding by way of electronic communication.
3. A consent, notice or communication under this agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.
4. The Customer can direct notices, enquiries, complaints and so forth to CDS as set out in the Customer Solution Agreement. CDS will notify the Customer of a change of details from time-to-time.
5. CDS will send the Customer notices and other correspondence to the details that the Customer submits to CDS, or that the Customer notifies CDS of, from time-to-time. It is the Customer's responsibility to update its contact details as they change.

23. General

1. **Assignment.** CDS may assign its rights and obligations under this agreement to a third-party by giving the Customer reasonable written notice of intent. If an issue arises regarding the assignment of rights and obligations, the dispute procedures in Clause 20 must be followed to settle the matter. The Customer retains the right to cancel the Agreement without penalty if it does not agree with the assignment. The Customer must obtain the written consent of CDS before assigning its rights and obligations to a third party, without which the purported assignment shall not be binding upon CDS.
2. **Entire Agreement.** This Agreement constitutes the full and complete understanding between the parties with respect to the subject matter of this Agreement. There is no other oral understanding, Agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions hereof or binding on the parties with respect to any of the matters to which this Agreement relates.
3. **No Inducement.** Each of the parties hereby covenants and irrevocably acknowledges that it has not been induced to enter into this Agreement by any statement, warranty, representation, understanding, act, omission, fact,

matter, thing or conduct by or on behalf of any person including the other party, other than as expressly recorded in this Agreement.

4. **Waiver.** No waiver by either party of any default in the strict and literal performance of or compliance with any provision condition or requirement herein shall be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement herein nor to be a waiver of or in any manner release either party from strict compliance with any provision condition or requirement in the future nor shall any delay or omission of either party to exercise any right hereunder in any manner impair the exercise of any such right accruing to it thereafter
5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of South Australia and each of the parties hereby submits to the non-exclusive jurisdiction of the South Australian courts.
6. **Facsimile & Counterpart.** This Agreement may be executed by the parties in facsimile and counterpart by written notice to the other party that the Agreement is signed, valid notice of which shall deem this Agreement effective and commenced.
7. **Severability.** This Agreement is divisible and separable so that if any provision or provisions hereof shall be held to be invalid, such holding shall not impair the remaining provisions hereof. If any provision hereof is held to be too broad to be enforced, such provision shall be construed to create an obligation to the full extent allowable by law.
8. **Warranty.** Each party represents and warrants to the other that it has the right to enter into this Agreement without breaching or violating any fiduciary, contractual, or statutory obligations owed to another.

Appendix 1 - Dictionary

Part 1 – Definitions

In this Agreement, unless the subject or context is inconsistent, each of the following expressions shall have the meaning assigned to it below:

Agreement has the meaning given to it by clause 3.

Business Day means a day that the banks are customarily open for business in Adelaide.

Commencement Date means the date set out in the Customer Solution Agreement.

Confidential Information means all information (whether or not it is described as confidential) in any form or medium concerning any past, present or future business, operations or affairs of the Company, including, without limitation:

1. all technical or non-technical data, formulae, patterns, programs, devices, methods, techniques, plans, drawings, models and processes, source and object code, software and computer records;
2. all business and marketing plans and projections, details of agreements and arrangements with third parties, and customer and supplier information and lists;
3. all financial information, pricing schedules and structures, product margins, remuneration details and investment outlays;
4. all information concerning any employee, customer, contractor, supplier or agent of the Company;
5. the Company's policies and procedures; and
6. all information contained in this document, but excludes information that the Executive can establish:
7. is known by or is in the Executive's possession or control other than through a breach of this document and is not subject to any obligation of confidence; or
8. is in the public domain other than by a breach of this document or any obligations of confidence.
9. all Customer Data

Customer means the user of the Solution and/or the party nominated as the Customer in the Customer Solution Agreement.

Customer Data means data that is entered into the Solution by the Customer that forms part of its Intellectual Property.

Customer Solution Agreement means the agreement between CDS and the Customer setting out the Parties, Solution, Project Plan and Special Conditions and or any other information entitled Customer Solution Agreement.

Fees & Charges mean the fees and charges set out in the Pricing.

Force Majeure means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:

1. i act of God, lightning, storm, flood, fire, earthquake or explosion cyclone, tidal wave, landslide, adverse weather conditions; ii act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic;
2. iii the effect of any change in applicable laws, orders, rules or regulations of any government or other competent authority; and
3. iv embargo, inability to obtain necessary materials, equipment or facilities, or power or water shortage.

GST has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property means all rights (present and future) conferred by common law, equity or statute (and all Moral Rights) connected with business names, computer software, confidential information, copyright, designs, domain names,

formulas, inventions, knowhow, patents, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

Pricing means the Pricing set out in the Customer Solution Agreement or as notified to you in writing by CDS from time-to-time.

Privacy Act means the Privacy Act 1989 (Cth)

Privacy Policy means the CDS Privacy Policy which may be updated from time-to-time;

Solution means the solution described in the Particulars of the Customer Solution Agreement.

Special Conditions mean the Special Conditions in the Customer Solution Agreement.

Tax Invoice has the meaning given by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Website means the website found at <https://communityds.com.au> or any other website maintained by CDS.

Part 2 – Interpretation

In this Agreement, headings are for convenience only and shall not affect its interpretation. Except to the extent that the context otherwise requires:-

1. reference to any statute or statutory provision shall include any modification or re enactment of, or any legislative provisions substituted for, and all legislation and statutory instruments issued under such legislation or such provision;
2. words denoting the singular shall include the plural and vice versa;
3. words denoting individuals shall include corporations, associations, trustees, instrumentalities and partnerships and vice versa;
4. words denoting any gender shall include all genders;
5. references to Parties, Parts, Clauses, Attachments, Annexures and Schedules are references to Parties, Parts, Clauses, Attachments, Annexures and Schedules to this Agreement as modified or varied from time to time;
6. references to any document, deed or agreement shall include references to such document or agreement as amended, novated, supplemented, varied or replaced from time to time;
7. references to any party to this Agreement or any other document, deed or agreement shall, in the case of a company, its successors and/or assigns and, in the case of a natural person, his representatives and permitted assigns;
8. all references to dates and times are to Adelaide time.
9. all references to "\$" and "dollars" are to the lawful currency of Australia.