



ANSON Nightingale

ANSON Nightingale Terms of Use

Updated 1 April 2018

Welcome to ANSON Nightingale, an online resource planning system designed for community services organisations. These Terms of Use are intended to explain ANSON Nightingale's (our) obligations as a provider of the Service and your obligations as a user of the Service.

These Terms of Use represent your binding legal agreement with ANSON Nightingale in respect of your use of the Service. They apply to you from the time that ANSON Nightingale provides you with access to the Service.

The Service will evolve over time. These Terms of Use are not intended to answer every question or address every issue raised by the use of the Service.

ANSON Nightingale may amend these Terms of Use from time to time. If it does so, ANSON Nightingale will post notice of the amended Terms on the Website and advise you 30 days prior to implementations. You will be deemed to have accepted any amendments to the Terms if you continue to use the Website or the Service after the date of a notice of amendment.

It is your obligation to ensure that you have read, understood and agree to the most recent Terms of Use available on the Website.

By registering to use the Service you acknowledge that you have read, understood and accepted these Terms of Use and have the authority to act for any person or entity on behalf of whom you are using the Service.

1. Definitions

- 1.1. "Agreement" means these Terms of Use.
- 1.2. "Access Fee" means the monthly license fee (excluding any taxes and duties) payable by You in accordance with the fee schedule applicable for your chosen plan, as set out in the proposal in the "Pricing" section (which ANSON Nightingale may change from time to time on notice to You).
- 1.3. "Confidential Information" of a party includes any and all information of any type contained in or comprising advice, reports, accounts, manuals, contracts, techniques, operations, processes, software, applications, names, logos, marks, copyright subject matter, patentable subject matter, inventions, drawings, photographs, formulae, costs, estimates, methods of doing business, marketing and business plans, budgets, sales and customer lists, details or preferences of clients or customers, client and customer data (including personal information), proposed projects and products, and all other

information, trade secrets and know-how whether written, oral, or embodied in any other form or medium, which is obtained directly or indirectly from the party either before or after the date of this Agreement.

- 1.4. "Data" means any data inputted or uploaded by You, or with Your authority, to the Website.
- 1.5. "Host" is Microsoft Azzure <https://azure.microsoft.com/en-au/>
- 1.6. "Intellectual Property Right" means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
- 1.7. "Invited User" means any person or entity, other than the Subscriber, that uses the Service with the authorisation of the Subscriber from time to time.
- 1.8. "ANSON Nightingale" means ANSON Management Consulting Pty Limited ACN 152 401 128 trading as ANSON Nightingale.
- 1.9. "Our" means ANSON Nightingale. "Us" and "We" have the same meaning.
- 1.10. "Service" means the online resource planning services system made available (as may be changed or updated from time to time by ANSON Nightingale) via the Website.
- 1.11. "Subscriber" means the person who registers to use the Service, and, where the context permits, includes any entity on whose behalf that person registers to use the Service.
- 1.12. "Subscription Plan" means the particular plan to which You have agreed to in our proposal. The subscription plan is subject to annual review based on the size of the organisation, number of users and transaction volumes.
- 1.13. "Terms" or "Terms of Use" means these Terms of Use.
- 1.14. "Website" means the internet site located at the domain www.ANSON.com.au or any other site operated by ANSON Nightingale.
- 1.15. "You" means the Subscriber, and where the context permits, an Invited User. "Your" has the same meaning.

2. Terms

2.1. USE OF SOFTWARE

ANSON Nightingale grants You the right to access and use the Service via the Website, with the particular features and options available to You in Your Subscription Plan. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree (subject to any applicable written agreement between the Subscriber and the Invited Users and any other applicable laws) that:

- i) the Subscriber determines who is an Invited User and what level of user role access to the Service that Invited User has;
- ii) the Subscriber is responsible for all Invited User's use of the Service;
- iii) the Subscriber controls each Invited User's level of access to the Service at all times and can revoke or change an Invited User's access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;
- iv) if there is any dispute between a Subscriber and an Invited User regarding access to the Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that the Invited User shall have, if any.

2.2. YOUR OBLIGATIONS

You agree that as a condition of Your use of the Service, You will comply with the following obligations:

2.2.1. Payment Obligations:

The Access Fee will be invoiced monthly in advance on the 1st day of the month or on the anniversary of signing up to use the Service via the "Pricing Tiers" section of the Proposal provided to you. ANSON Nightingale will continue to invoice fees until this Agreement is terminated in accordance with its Termination provisions.

- i) All ANSON Nightingale invoices will be sent to You, or to a billing contact whose details are provided by You, by email ("Billing Contact"). You are responsible for payment of all invoices within fourteen days. All quotations, proposals and other amounts quoted are exclusive of GST and any other government charges. ANSON Nightingale prefer direct debit payments and will provide the appropriate forms to facilitate this.

2.2.2. General Obligations:

- ii) You may only use the Service and Website for Your own lawful internal business purposes, and in accordance with these Terms and any additional conditions posted on the Website from time to time.
- iii) You may use the Service and Website on behalf of others or in order to provide services to others but if You do so you warrant that You are authorised to do so and that all persons for whom or to whom services are provided will comply with and accept the terms of this Agreement.

You may not re-sell the Service and Website to another organisation, except where the other organisation is a majority owned subsidiary of Yours

2.2.3. Access Obligations:

- i) You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify ANSON Nightingale of any unauthorised use of Your passwords or any other breach of security, and You must take all other actions that ANSON Nightingale reasonably requires to maintain or enhance the security of ANSON Nightingale's computing systems and networks, and Your access to the Service. You indemnify ANSON Nightingale against any claims, loss or damage of any kind relating to any breach, misuse or unauthorised use of your computer systems, security systems or passwords, or any unauthorised disclosure of data or Confidential Information occurring via any system controlled by You.

You must comply with ANSON Nightingale security procedures, in particular relating to frequency of password strength or password change requests.

- ii) As a condition of these Terms, when accessing and using the Service, You must not:
 - o attempt to undermine the security or integrity of ANSON Nightingale's computing systems or networks or, where the Service are hosted by a third party, that third party's computing systems and networks;
 - o use, or misuse, the Service in any way which may impair the functionality of the Service or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Service or Website;
 - o attempt to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the computer system on which the Service are hosted;
 - o transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and

- attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

2.2.4. Usage Limitations:

Use of the Service may be subject to limitations, including but not limited to Host speeds and service based on the hosting level selected in the 'Pricing Tiers' section of the proposal provided to you. Any such limitations will be in accordance with Microsoft Azure policy.

2.2.5. Communication Conditions:

As a condition of this Agreement, if you use any communication tools available through the Website (such as any forum, chat room or message centre), you agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Service, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Service or the Website, or material or activities in violation of any law or the rights of any third party (including material that is protected by copyright or trade secrets which you do not have the right to use, and material that is defamatory, discriminatory, misleading or deceptive). When you make any communication on the Website, You represent that you are permitted to make such communication. ANSON Nightingale is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Service. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. ANSON Nightingale may in its absolute discretion remove any communication at any time.

2.2.6. Indemnity:

You indemnify ANSON Nightingale against: all claims, costs, damages and loss arising from Your breach of any of these Terms or any obligation You may have to ANSON Nightingale, including (but not limited to) any costs relating to the recovery of any Access Fees that are due but have not been paid by You.

2.2.7. Service Rules:

You agree not to engage in any of the following prohibited activities ("Prohibited Activities"):

- i) copying, distributing, or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated "scraping";
- ii) using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access the Service in a manner that sends more request messages to the ANSON Nightingale servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that ANSON Nightingale grants the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials);
- iii) transmitting spam, chain letters, or other unsolicited email;
- iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service;
- v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- vi) uploading invalid data, viruses, worms, or other software agents through the Service;
- vii) collecting or harvesting any personally identifiable information from the Service, except as expressly

- permitted by the features of the Service;
- viii) using the Service for any commercial solicitation purposes, meaning you must not use the Service to sell products or services of any description;
 - ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
 - x) interfering with the proper working of the Service;
 - xi) accessing any content on the Service through any technology or means other than those provided or authorised by the Service; or
 - xii) bypassing the measures we may use to prevent or restrict access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein.

If You or any of Your Invited Users engage in a Prohibited Activity, ANSON Nightingale may, in its absolute discretion permanently or temporarily terminate or suspend Your access to the Service, without notice to You.

3. Confidentiality & privacy

3.1.1. Confidentiality

Unless the relevant party has the prior written consent of the other or unless required to do so by law:

- i) Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms of Use. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms of Use.
- ii) Each party's obligations under this clause will survive termination of these Terms of Use.
- iii) The provisions of clause 4.1 (a) shall not apply to any information which:
 - (a) is or becomes public knowledge other than by a breach of this clause;
 - (b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - (c) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party;
 - (d) is independently developed without access to the Confidential Information; or
 - (e) is disclosed to an actual or potential buyer of or investor in ANSON Nightingale, its related bodies corporate or any other entity from time to time forming part of the ANSON Nightingale group, provided that person is subject to confidentiality obligations commensurate with those of ANSON Nightingale under this Agreement.

3.1.2. Privacy

ANSON Nightingale complies with the law, including privacy laws. ANSON Nightingale's privacy policy sets out the parties' obligations with respect to personal information. The policy is set out at <http://anson.com.au/about/privacy-policy/>. You will be taken to have read and accepted that policy when you accept these Terms of Use. ANSON regularly use the names and logo of client organisations in promotional material. We will only divulge that you are a client of ANSON and the ANSON products you use. We will not divulge any of your intellectual property.

4. Intellectual property

4.1.1. General:

Title to, and all Intellectual Property Rights in the Service, the Website and any documentation relating to the Service remain the property of ANSON Nightingale (or its licensors, or related entities, as applicable).

Ownership of Data:

Title to, and all Intellectual Property Rights in, the Data remain Your property. However, your access to the Data is contingent on full payment of the ANSON Nightingale Access Fee when it falls due. You grant ANSON Nightingale a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling you to access and use the Service and for any other purpose related to provision of Service to you.

4.1.2. Backup of Data and requesting a copy of Data on termination of use of Service:

ANSON Nightingale adheres to its best practice policies and procedures to prevent data loss or unauthorised access or disclosure, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of, or unauthorised access to or disclosure of Data. ANSON Nightingale expressly excludes liability for any loss or unauthorised access to or disclosure of Data no matter how caused.

- i) If, on termination of Your use of the Service, You would like a copy of your Data, ANSON Nightingale will, on request in writing by You, provide You a copy of your Data, in SQL backup format.

Fees for this task are;

- (1) 1 x free export if you have been a ANSON Nightingale client for more than 6 months. \$250 + GST for each migration after the first (if required)
 - (2) \$250 + GST per export if you have not been a client for 6 months
- ii) You must make a request for a copy of your Data within 30 days of termination of Your use of the Service. You acknowledge that, whether you request a copy of the Data or not within 30 days of termination of Your use of the Service, Your Data will be irretrievably deleted from the Service after 30 days following termination of Your use of the Service. ANSON Nightingale is not able to store Data beyond this time for legal reasons (compliance with privacy laws) and due to the cost of data storage.

4.1.3. Third-party applications and your Data:

If You enable third-party applications for use in conjunction with the Service, You acknowledge that ANSON Nightingale may allow the providers of those third-party applications to access Your Data as required for the inter-operation of such third-party applications with the Service. ANSON Nightingale shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

5. Warranties and acknowledgements

5.1.1. Authority

You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

5.1.2. Acknowledgment

You acknowledge that:

- i) You are authorised to agree to these Terms of Use and to access and use the information and Data that You input into the Website, including any information or Data inputted to the Website by any other person you have authorised to use the Service or Data. You are also authorised to access the processed information and Data that is made available to You through Your use of the Website and the Service (whether that information and Data is owned by You or not).
- ii) ANSON Nightingale has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Service or access the Website on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:
 - (a) You are responsible for ensuring that You have the right to do so;
 - (b) You are responsible for authorising any person who is given access to information or Data, and you agree that ANSON Nightingale has no obligation to provide any person access to such information or Data without Your authorisation and may refer any requests for information to You to address; and
 - (c) You will indemnify ANSON Nightingale against any claims or loss relating to:
 - (i) ANSON Nightingale's refusal to provide any person access to Your information or Data in accordance with these Terms;
 - (ii) ANSON Nightingale's making available information or Data to any person with Your authorisation; or
 - (b) The acts or omissions of any Invited User or any person on whose behalf you use the Website or the Service.
- (2) The provision of, access to, and use of, the Service is on an "as is" basis and at Your own risk.
- iii) ANSON Nightingale does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Service. ANSON Nightingale is not in any way responsible for any such interference or prevention of Your access or use of the Service.
- iv) It is Your sole responsibility to determine that the Service meet the needs of Your business and are suitable for the purposes for which they are used.
- v) You remain solely responsible for complying with all applicable laws. It is Your responsibility to check that collection of, storage of and access to your Data via the Service and the Website will comply with laws applicable to you (including but not limited to laws relating to the privacy of personal information) and will not infringe the rights of any third parties. ANSON Nightingale makes no warranty that any particular functionality provided by the Software, or any particular activities which may be able to be carried out by the Software (whether alone or in conjunction with third party sites or applications), will be lawful or will not infringe the rights of third parties. You indemnify ANSON Nightingale against loss or damage of any kind it may suffer as a result of your unlawful use of the Service or use which may infringe the rights of any third party.
- vi) Each time You use the Service You warrant that You comply with and will continue to comply with the terms of use of third party websites which You access via the Service (including but not limited to social media websites such as www.Linkedin.com) and in particular that You are aware of and agree to comply with the privacy conditions of all such third party websites.
- vii) Each time You use the Service to retrieve data which contains the Personal Information of any person, from a third party website (including but not limited to social media websites such as www.Linkedin.com), and You input such data into the Service, you warrant that You have been

authorised by the person to whom the Personal Information relates to use and store that information in the manner in which you intend to use and store it.

- viii) You indemnify ANSON Nightingale against all claims, damages, losses and any other liabilities relating to the use of any data (including data containing Personal Information) which is accessed and retrieved / extracted from any third party websites (including but not limited to social media websites such as www.Linkedin.com) and inputted into the Service, using tools provided by the Service.
- ix) For the purposes of this sub-clause, "Personal Information" includes information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a material form or not. It also includes de-identified, generic, or demographic information which on its own may not be sufficient to identify a particular individual, but when re-identified or combined with other information is sufficient to identify a particular individual.

5.1.3. No warranties:

ANSON Nightingale gives no warranty about the Service. Without limiting the foregoing, ANSON Nightingale does not warrant that the Service will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

5.1.4. Consumer guarantees:

You warrant and represent that You are acquiring the right to access and use the Service for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Service, the Website or these Terms.

6. Limit of liability

- 1) Nothing in this Agreement is intended to exclude or limit ANSON Nightingale's obligations or liability to you which may not be excluded or limited by law, including statutory guarantees and obligations implied by the Australian Consumer Law or the Australian Competition and Consumer Act.
- 2) If ANSON Nightingale incurs any liability to you under or as a result of any such non-excludable provisions, then ANSON Nightingale's liability is limited to (at ANSON Nightingale's election) the re-supply of the Service, or the payment of the cost or re-supplying the Service.
- 3) Subject only to clauses 6.1 and 6.2:
 - a) ANSON Nightingale excludes all liability and responsibility to You (or any other person) in contract, tort (including negligence), or otherwise, for any loss of any kind (including loss of information, Data, profits and savings), cost, damage or other liability resulting, directly or indirectly, from any use of, or reliance on, the Service or Website;
 - b) To the extent that sub-clause 6.3.a may be held void or unenforceable, if ANSON Nightingale incurs any liability to you, whether in contract, tort (including negligence) or otherwise, then ANSON Nightingale's liability is limited to (at ANSON Nightingale's election) the re-supply of the Service, or the payment of the cost or re-supplying the Service;
 - c) To the extent that sub-clause 6.3.b may be held void or unenforceable, if ANSON Nightingale incurs any liability to you, whether in contract, tort (including negligence) or otherwise, then ANSON Nightingale's liability is limited to the aggregate Access Fees paid by You to ANSON Nightingale in the 12 months preceding the relevant liability arising; and

- d) Despite the foregoing sub-clauses 6.3.b and 6.3.c, neither party will be liable to the other for any consequential or indirect loss of any kind, including without limitation any loss of profit, loss of revenue, loss of reputation or loss of business opportunity.

7. Termination

7.1.1. Prepaid Subscriptions:

- i) On termination of Your use of the Service, ANSON Nightingale will not provide any refund for any remaining prepaid period for a prepaid Access Fee subscription.
- ii) In the event that you have pre-paid Your Access Fee Subscription for either a three or five year period, you will be entitled to a refund of 60% of the unused portion, to be calculated from 90 days after the notice of termination is given under 7.1.2.

7.1.2. No-fault termination:

These Terms of Use will continue for the period covered by the Access Fee paid or payable under clause 3.1. At the end of each billing period these Terms of Use will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed Access Fee when due. Either party may terminate these Terms of Use by giving notice to the other party at least 90 days. If You terminate these Terms of Use You shall be liable to pay all relevant Access Fees on a pro-rata basis for each day of the then current period and up to and including the day of termination of these Terms of Use.

7.1.3. Breach:

During the term of this Agreement, a material violation of any provisions herein by either party constitutes breach of contract.

- i) The non-breaching party must provide the breaching party written notice of the breach
- ii) If a party receiving a breach notice do not accept the breach notice, they must give the other party written notice within seven days.
 - (1) In the event the parties do not agree that a material breach has occurred, they will act in good faith to appoint a mediator.
 - (2) If they cannot agree on the selection of a mediator within seven days, either party may request the appointment of a mediator by the WA Law Society
 - (3) The parties will share the cost of mediation and indemnify each other for any cost, expense, liability or loss, as a result of a breach of this Contract
- iii) If the breaching party do not remedy the breach within 30 days of the breach being accepted, the non-breaching party may give seven days notice of cancellation of the agreement.
- iv) If ANSON are the breaching party, and the breach is not resolved in accordance with 2.2.7 (iii), You will be entitled to a partial refund of monies paid, calculated on a pro-rated basis from the date of the cancellation notice.

Expiry or termination:

You acknowledge and agree that the following provisions will survive termination or expiry of these Terms of Use: Your Obligations (Payment Obligations and Indemnity), Confidentiality and Privacy, Intellectual Property,

www.anson.com.au

Warranties and Acknowledgments, Limitation of Liability.

8. Technical support

8.1.1. Technical Problems:

In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting ANSON Nightingale. If You still need technical help, please log a support ticket via the Service or email service@ansonnightingale.com.au.

Technical support is generally available from 8am to 8pm on weekdays excluding public holidays. Support for significant issues impacting the whole site is available on a 24/7 basis.

8.1.2. Service availability:

While ANSON Nightingale intends that the Service should be available 24 hours a day, seven days a week, it is possible that on occasions the Service or Website may be unavailable to permit maintenance or other development activity to take place, or for reasons beyond ANSON Nightingale's reasonable control.

If for any reason ANSON Nightingale has to interrupt the Service for longer periods than ANSON Nightingale would normally expect, or the Service is interrupted due to reasons beyond ANSON Nightingale's reasonable control, ANSON Nightingale will use reasonable endeavours to publish details of such activity on the Website or to notify You by email.

9. General

9.1.1. Entire agreement:

These Terms of Use, together with the ANSON Nightingale Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and ANSON Nightingale relating to the Service and the other matters dealt with in these Terms of Use.

9.1.2. Waiver:

If either party waives any breach of these Terms of Use, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

9.1.3. Delays:

Neither party will be liable for any delay or failure in performance of its obligations under these Terms of Use if the delay or failure is due to any circumstance outside its reasonable control. This clause does not apply to any obligation to pay money.

9.1.4. Assignment:

You may not assign or transfer any rights under these Terms of Use to any other person without ANSON Nightingale's prior written consent. ANSON Nightingale may assign this Agreement or the benefit of this Agreement, or it may novate this Agreement, in its discretion to any third party. This clause constitutes your consent in advance to any such assignment or novation.

9.1.5. Governing law and jurisdiction:

The law of Australia, and specifically New South Wales, governs this Agreement. You agree to submit to the exclusive jurisdiction of the courts of Australia and New South Wales for all disputes arising out of or in connection with this Agreement.

9.1.6. Severability

If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. If the foregoing is not possible or enforceable, the relevant provision will be treated as severed from this Agreement and the remainder of this Agreement will continue to be binding on the parties.

9.1.7. Notices:

Any notice given under these Terms of Use by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to ANSON Nightingale must be sent to technology@anson.com.au or to any other email address notified by email to You by an authorised ANSON Nightingale representative. Notices to You will be sent to the email address which You provided when You signed up for Your Subscriber Plan.

9.1.8. Interpretation:

In the interpretation of this Agreement, no clause will be construed or interpreted against the party that will benefit from the clause because it was drafted or put forward by that party.

ANSON Nightingale is an ANSON Management Consulting service

