

Intent Connect Self-Serve

Terms and Conditions for participating Advertisers

Nationwide News Pty Limited (ABN 98 008 438 828) (“**we**”, “**us**” or “**News**”) operates the Intent Connect Self-Serve service (the “**Service**”). These terms and conditions (“**Intent Connect Terms**”) apply when an advertiser (itself or using the service of an agency) (“**you**”) uses the Service.

The Service enables you to create customer audiences (“**Matched Audience**”) and use the Intent Connect Platform (the “**Platform**”) to book advertising campaigns utilising the Matched Audience.

By clicking “**I agree**” and using the Service, you are agreeing to the terms set out below.

1. Compliance with these Intent Connect Terms

- a)** These Intent Connect Terms commence when you click “**I agree**” and continue until terminated in accordance with its terms.
- b)** When you use the Service, you must comply at all times with any instructions for use of the Service, which we make available from time to time.
- c)** You may only use the Service if you are an advertiser or an advertising or media agent which has an account with News, which permits you to do so. If you do not have such an account, please contact us at intentconnect-support@news.com.au.
- d)** If you are using the Service or uploading any data to the Platform as an agent for an advertiser, you warrant that you have the authority to bind the advertiser to these Intent Connect Terms and that you have the authority to provide the uploaded data to News in accordance with these Intent Connect Terms.
- e)** If you are provided with a Deal ID you will only use it to purchase advertising from us in accordance with the terms and conditions agreed between us in relation to the Deal ID, such advertising to be used to promote your own goods and services and not those of any third party (unless you are an agency in which case you can use the Deal ID for the benefit of the specific client identified and agreed between us in relation to that particular Deal ID).

2. Service Features

News will make available to you the following (non-exhaustive) Service features through your personalised Platform dashboard (“**Your Dashboard**”):

- a)** Access to the Platform and Your Dashboard;
- b)** Customer Matching and creation of Matched Audience, as further described in section 3;

- c)** Audience Builder functionality, enables you to locate and view insights for your existing Matched Audiences, and possibly locate or identify certain News audiences on the Platform using general attribute-based search criteria (for example, being able to search for News Audiences that match your specified age, gender or location criteria);
- d)** Provision of Pixels and Tag Data Collection, as further described in section 4;
- e)** Access to the Platform to book an advertising campaign using a Matched Audience or a News Audience;
- f)** Access to the Platform to enable you to provide the necessary information in order to request us to provide you with a Deal ID in relation to the details provided in that process; and
- g)** Access to the Dashboard to review the metrics of booked advertising campaigns, the pricing agreed for the use of an issued Deal ID, category/segment insights and certain other data as determined by us from time to time. You acknowledge that the information provided on the Dashboard is not updated on a live basis and is therefore indicative only and should not be relied on;
- h)** Access to the platform to book a Content Discovery element to a campaign being booked through the platform; and
- i)** Access to the platform to submit to us a brief of a News Native campaign you wish to run on our network. When we refer to “the Service” in these Intent Connect Terms, we mean each and all of these Service features, as relevant and applicable to you based on your user preferences.

News may use and make available artificial intelligence and machine learning **(AI/ML)** tools to improve the Service. You acknowledge that the output of those AI/ML tools are suggestions for consideration only, and News makes no warranties or representations about the value or validity of those suggestions. You will need to make your own decision about whether to use any of those suggestions.

3. Data Upload and Customer Matching

- a)** The Customer Matching feature enables you to instruct News to match your de-identified data with de-identified user data of News and/or one or more of its third party service providers (“News Hashed Data”) and generate Matched Audiences that can be used to purchase targeted advertising services from News or certain of News’ related companies (as determined or approved by News).
- b)** In order to facilitate and use Customer Matching, you must either:
 - i.** upload to the Platform your individual-level digital user data which you wish to match against News Hashed Data. The user data you upload to the Platform must either be de-

identified and hashed by you before upload (in accordance with News' specifications in our user interface) or will be de-identified and hashed by our software ("News Hashing Software") on your browser before it is uploaded to the Platform; or

ii. provide your existing de-identified audiences on your data management platform to our data management platform provider ("DMP Upload"); or

iii. Deploy a News pixel ("Pixel") on your nominated company websites ("Your Sites"), for the purpose of enabling us to collect anonymised web browsing data and/or anonymised demographic audience data (in each case, "Tag Data"). We can then use the Tag Data to create Matched Audience/s; or

iv. Provide your existing de-identified audiences to the Platform provider utilising our API service ("API Upload"). This option is only available to certain advertisers who are pre-approved by us, whose audience data contains a minimum of 10,000 records and who satisfy any other requirements we have (which may vary from time to time); or

v. use a data clean room if you have an agreement with a data clean room service provider with whom we also have an agreement. When using this option, you will need to upload to the data clean room service provider (in accordance with your agreement with the data clean room service provider) your individual-level digital user hashed data which you wish to use to create the Matched Audience. This option is only available to certain advertisers who are pre-approved by us, whose audience data contains a minimum of 10,000 records and who satisfy any other requirements we have (which may vary from time to time); or

vi. if you are an Adobe Experience Platform customer, you may seek News' consent to use the processes described in paragraph (f) or (g).

c) The de-identified and/or anonymised data referred to in sub-paragraph 3(b)(i) – (v), 3(f) and 3(g) inclusive, will all be referred to in these Intent Connect Terms as "Your Hashed Data".

d) News, or if you are using a data clean room then the data clean room service provider, will then perform matching between Your Hashed Data and News Hashed Data. The match results will be extracted to generate a Matched Audience, possibly together with certain insights about that Matched Audience, which will then be made available for you to view, on an anonymised basis, on Your Dashboard.

e) If you are using a data clean room to generate a Matched Audience then you acknowledge and agree that, despite anything else:

(A) your agreement with the particular data clean room service provider governs your use of that service provider's platform and services and all matters incidental to that arrangement including the method of delivery of their services and the use of your data by the data clean room service provider to create a Matched Audience;

(B) to the maximum extent permitted by law, News has no liability to you for anything referenced in paragraph (A) above including the supply of the data clean room service provider's platform or services or their use, collection or storage of your data; and
(C) the data clean room service provider does not disclose Your Hashed Data to News. In addition to the foregoing, if the data clean room service provider you are utilising is Adfixus Pty Ltd (**AdFixus**) then you and News acknowledge and agree that, despite the foregoing:

(D) you will not upload Your Hashed Data to AdFixus but will instead utilise AdFixus IDs as Your Hashed Data to then generate the Matched Data; and

(E) AdFixus will supply to News or its nominee the Matched Data to allow for campaign activation.

In all other respects except as expressly set out above, the use of AdFixus services will not impact these Terms.

f) Instead of using the options described in paragraphs (a) to (e) above, if you are an Adobe Experience Platform (Segment Match) customer, you may seek News' consent to use the processes described in this paragraph (f):

i. News will share a Partner ID with you via Adobe AEP;

ii. You must use the Partner ID to send a request to News to instigate a match. The request can be for 1 or more segments which you pre-define. News may, in its absolute discretion, accept or decline each and any segment requests;

iii. If News accepts the match request, you will be able to request which of the available anonymised criteria are used to conduct the match. Adobe will then perform the match and you will be able to see the match rate;

iv. You can then choose which segment(s) you would like News to activate for your campaign and News can determine, in its absolute discretion, whether it will accept the segment(s) for use in your campaign.

If you use this process, then you acknowledge and agree that:

(A) your agreement with Adobe governs your use of their platform and services and all matters incidental to that arrangement including the method of delivery of their services and the use of your data by Adobe to create a Matched Audience;

(B) to the maximum extent permitted by law, News has no liability to you for anything referenced in paragraph (A) above including the supply of Adobe's services or Adobe's use, collection or storage of your data; and

(C) Adobe creates the Matched Audience.

In all other respects except as expressly set out above, the use of Adobe services under this paragraph (f) will not impact these Terms.

g) Instead of using the options described in paragraphs (a) to (f) above, if you are an Adobe Experience Platform (Real-Time CDP Collaboration) customer, you may seek News' consent to use the processes described in this paragraph (g):

- i.** You will either (a) share your Connect Code with News to request News to instigate a match, or (b) send an invitation to News to connect via Adobe Experience Platform. News may, in its absolute discretion, accept or decline each and any segment requests;
- ii.** If News accepts the match request, you will be able to request which of the available anonymised criteria are used to conduct the match. Adobe will then perform the match and you will be able to see the match rate;
- iii.** You can then choose which segment(s) you would like News to activate for your campaign and News can determine, in its absolute discretion, whether it will accept the segment(s) for use in your campaign.

If you use this process, then you acknowledge and agree that:

(A) your agreement with Adobe governs your use of their platform and services and all matters incidental to that arrangement including the method of delivery of their services and the use of your data by Adobe to create a Matched Audience;

(B) to the maximum extent permitted by law, News has no liability to you for anything referenced in paragraph (A) above including the supply of Adobe's services or Adobe's use, collection or storage of your data; and

(C) Adobe creates the Matched Audience.

In all other respects except as expressly set out above, the use of Adobe services under this paragraph (g) will not impact these Terms.

h) You must not knowingly allow any personal information about an identified individual or individual who is reasonably identifiable ("Personal Information") to be uploaded to or made available to the platform.

i) You acknowledge and agree that you will not be able to view any individual users that form part of the Matched Audience. At the most, you might be able to view the title, size and some demographic attributes of your own Matched Audiences.

j) You may also request that News create a "look alike" audience based on your generated Matched Audiences, to determine News users not part of the Matched Audience but with similar qualities to the relevant Matched Audience. News' ability to create a "look alike" audience will depend on various factors including the size of the Matched Audience. If News agrees to create this "look alike" audience, the look alike audiences will be made available to you on Your Dashboard in the same manner as described above with respect to your Matched Audience.

k) Despite anything else, News reserves the right not to create and make available to you

any Matched Audience:

(A) of less than a certain size, as notified from time to time in the FAQ and/or other materials made available by News in relation to the Service; or

(B) based on criteria which News reasonably believes to be unlawful or unethical.

I) You acknowledge and agree that News may engage a third party to perform all or any of News' functions, operations or obligations as set out in these terms including that the Matched Audiences may be created by such third parties using their own data.

4. Pixels and Tag Data Collection

a) The Pixels and Tag Data Collection feature enables you to request News to provide you with code ("Pixels") for you to deploy on Your Sites for the purpose of collecting Tag Data. Tag Data may include (without limitation) anonymised gender or age data, but does not contain personally identifiable information such as names or contact details. We will take reasonable steps to ensure that Tag Data will only include data about devices recognised as being used in Australia.

b) When News agrees to allow you to use the Pixels and Tag Data Collection feature, News will provide Pixels to you and you will place those Pixels on the agreed pages of Your Sites. By placing the Pixels on Your Sites, you permit News to collect Tag Data in relation to users visiting Your Sites through the use of Pixels.

c) News will not combine Tag Data with other information which it has collected from other sources except for the purpose of providing services to You.

d) You warrant that the use of the Pixels on Your Sites and the subsequent collection of data will be consistent with your privacy policy made available on Your Sites and will not breach any applicable law or any rights of any person.

5. Booking ad campaigns & Submitting briefs

a) If you use this Site and/or the Platform to place (or direct News to place) an advertisement ("Advertisement") on any digital platform, including News' online platforms ("News Sites"), you acknowledge and agree that

i. such advertising activity is subject to the News Corp Australia Standard Advertising Terms and Conditions which are applicable at the time ("Advertising Terms"). You can read the current Advertising Terms here <https://www.newsCorpaustralia.com/terms-conditions/>. To the extent of any inconsistency between the Advertising Terms and Conditions and these Intent Connect Terms, these Intent Connect Terms will apply;

ii. any booking which you confirm through this Site or the Platform is binding once confirmed and you will be sent invoices accordingly;

- iii.** any quoted number of impressions is a guide only and is not a guarantee as to the delivery of that number of impressions through the booked campaign;
 - iv.** you warrant you have taken reasonable steps (consistent with good industry practice) to ensure that any files which you send to us, whether through this Site or the Platform or otherwise, are free from any virus or malware and comply with Our Data Policy which you can view at <https://www.newscorpaustralia.com/our-data-policy/>; and
 - v.** the submission of a News Native brief is not a binding placement of advertising and does not create any binding obligations of ours.
- b)** If you use the platform to submit a News Native brief, you acknowledge & agree that is a request for us to provide you with a proposal which addresses that submission, that any price displayed to you in that process is indicative only, that it creates no binding obligations of either party & that we may, in our discretion, require a minimum spend commitment from you in order for you to be able to book a News Native campaign.

6. Use of the Service and Platform

a) Your use. You must:

- i.** only use the Service for the acquisition from News of:
 - (A)** a targeted advertising campaign to anonymised Matched Audiences; or
 - (B)** an advertising campaign booked or purchased using a Deal ID,in either case, for your own goods and services, or if you are an advertising or media agency accredited with News or one of its related companies, for the goods and services of your client;
- ii.** not otherwise use the Services to place Advertisements or otherwise promote your own goods and services through your company websites or any other third party websites, or to place Advertisements for or otherwise promote the goods and services of third parties, and you must not permit any third party to use your Matched Audiences or Deal ID for any purpose (other than with News' prior written approval) and where you are an advertising or media agency accredited with News or one of its related companies, then the foregoing references to third parties are references to parties who are not your client for whom you are using the Service;
- iii.** not use the Service for any unlawful purposes or to distribute materials which are defamatory, indecent, biased or discriminatory, infringe any rights or otherwise breach any law, including but not limited to:
 - 1.** any act which would constitute a breach of the privacy (including providing or uploading Personal Information without an individual's consent) or other legal rights of individuals (including intellectual property rights);

- 2.** using the Platform to defame or libel News, our personnel or other individuals;
- 3.** any act that involves unsolicited commercial electronic messages; or
- 4.** any act that involves the sale or promotion of any illegal business activities or prohibited products or services;
- iv.** not use the Service to upload to the Platform or other News Sites, systems or servers any computer instructions, including, but not limited to, any virus, Trojan horse, worm, trapdoor, backdoor or malicious code, the purpose of which is to:
 - 1.** disrupt, damage, destroy, alter or interfere with the use or operation of any of our software, firmware, hardware, services, data, programs or computer or telecommunications facilities; or
 - 2.** perform functions which are not an appropriate part of the functionality of the Service and whose result is to disrupt the use or operation of the Service;
- v.** not use the Service or any Matched Audiences to augment any user data that you maintain or have access to, or build interest-based profiles, in relation to your individual users or otherwise, without News' prior written approval;
- vi.** not use the Service, any Matched Audience or any Ad served on the News Sites to embed tracking codes or technology for the purpose of tracking device IDs, or re-identifying or deriving insights about individual users, or for any other purpose;
- vii.** not sell, make available for resale, or otherwise commercialise, any Matched Audience or Deal ID; and
- viii.** not provide to us any data relating to users outside of Australia, and not attempt to use the Service for the purpose of targeting any Advertisements to any such users.

b) Use by News. We will:

- i.** not access or use Your Hashed Data, Tag Data or Matched Audiences for any purpose other than to provide the Service to you in accordance with these Intent Connect Terms or as otherwise agreed between us in writing. We will not use Your Hashed Data, Tag Data or Matched Audiences to augment our own user data, build interest-based profiles or for advertising our own goods and services or those of third parties (except with your express written consent to do so under a separate written agreement);
- ii.** except as otherwise required by law, not share Your Hashed Data, Tag Data or Matched Audiences with other advertisers or third parties (other than any company involved in the provision of services as contemplated under these terms or as approved by you in writing); and
- iii.** unless otherwise required by law, and unless you are using a data clean room for the purpose of matching, delete Your Hashed Data approximately 90 days after it has been uploaded to the Platform, and in any case we will delete your Matched Audiences after your

Service account has been inactive for a continuous period of 180 days (which can happen if you do not either book an Advertisement using your Service account or update Your Hashed Data (if Your Hashed Data has been uploaded to News) in that time). You may request to delete Your Hashed Data, Tag Data or your Matched Audiences from the Platform at any time. If you used a data clean room then you may need to make those requests of the data clean room provider.

c) You acknowledge and agree that, despite anything else, where you use the Adobe Experience Platform to create the Matched Audience, you are responsible for agreeing terms of Adobe's use of your data and Your Hashed Data and News has no responsibility or liability in this regard except in relation to the Matched Audience data used by News for the fulfilment of any advertising campaign which you book through the Platform.

d) No combining or re-identification. Each of us must not:

match, attempt to match or assist others to match or attempt to match, Your Hashed Data or Tag Data on an identified (eg not hashed/de-identified) basis with News user data or data from other advertisers or third parties. ; or

take any steps to seek to re-identify any individuals which are the subject of Your Hashed Data, Tag Data or your Matched Audiences.

7. Data Security and Segregation

a) We will ensure that Your Hashed Data is segregated within the Platform from:

- i.** other advertisers' Hashed Data, ensuring that Your Hashed Data and other advertisers' Hashed Data cannot be linked together or otherwise associated; and
- ii.** Your Hashed Data will only be combined with News Hashed Data to the extent required for News to provide the Service, perform Customer Matching and generate Matched Audiences as directed by you and in accordance with these Intent Connect Terms.

b) We will:

- i.** take reasonable steps to protect against the destruction, interference, unauthorised access, loss or alteration of Your Hashed Data in our possession or control; and
- ii.** notify you with reasonable prior notice of any material amendments to Our Data Policy and other News Corp Australia policies if any such amendments are reasonably likely to cause detriment to you

c) You acknowledge and agree that Your Hashed Data and Matched Audiences may not be hosted in Australia.

8. Privacy

a) Each of us must comply with all applicable privacy laws, including the Privacy Act 1998

(Cth) and any other applicable law in relation to privacy, Personal Information or the collection, handling, storage, processing, use or disclosure of such data.

b) Each party (the first party) must promptly provide the other (the second party) with the details of any complaint received by the first party arising out of or in connection with the content, or the use and disclosure, of Your Hashed Data or Tag Data.

9. Intellectual Property Rights

a) We own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in the Service, the Platform and in the News Hashing Software, all News Hashed Data, Pixels and other material (including all text, graphics, logos, audio and software) made available through the Service and the Platform ("**Service Content**").

b) Your use of the Service, and your use of and access to any Service Content, does not grant or transfer any rights, title or interest to you in relation to the Service, Platform or the Service Content.

c) News grants to you a non-transferable, non-exclusive licence for the term of these Intent Connect Terms to access the Service and the Platform, and view and use the Service Content, for the sole purpose of using the Service on the terms and conditions set out in these Intent Connect Terms.

d) You grant to News a transferable, non-exclusive, worldwide licence to use Your Hashed Data or any other material provided by you in connection with your use of the Service, for the purpose of News providing the Service in accordance with these Intent Connect Terms.

e) Any reproduction or redistribution by you of the Service, the Platform or the Service Content is prohibited. In addition, you must not copy the Service Content to any other server, location or support for publication, reproduction or distribution.

10. Updates and enhancements. We may (but are not required to):

a) provide standard or progressive updates, changes or amendments to the Service as we see fit to ensure proper operation and interaction of all parts of the Service and any general enhancements that may be introduced; and

b) offer new features for the Service which, in either case, will be subject to these Intent Connect Terms.

11. Representations and warranties. You represent and warrant to News that:

a) any individual-level user data which you submit under clause 3 for the purposes of Customer Matching, as well as the Tag Data has been legally obtained and that the provision

of such data to News or collection of such Tag Data by News will not violate any applicable laws (including privacy laws, intellectual property laws) or any of your contractual obligations to third parties, provided we manage Your Hashed Data and Tag Data in accordance with these Intent Connect Terms;

b) you include on your digital properties a privacy policy which is consistent with all applicable laws and which discloses your data practices including the activities which you undertake under these terms and conditions and nothing done by you or News as described in or pursuant to these Intent Connect Terms will breach that privacy policy;

c) you have obtained and maintain all necessary consents from individuals in order for you to provide and/or allow collection of user data for hashing and processing on the Platform on a de-identified basis and for the collection and use of the data as contemplated by these Intent Connect Terms;

d) you have all the necessary right, title and interest in Your Hashed Data in order to provide it to News, upload it to the Platform, receive the Service and exercise your rights and perform your obligations under these Intent Connect Terms;

e) you consent to News using Your Hashed Data and Tag Data to provide these Services to You and to fulfil our obligations to you under these Intent Connect Terms (including, as necessary, to transfer Your Hashed Data and Tag Data out of our DMP and to supply it to any of News or its Related Bodies Corporate or back to you subject always to clause 6;

f) when you use DMP Upload to upload Your Hashed Data and create Matched Audiences, Your Hashed Data contains no Personal Information; and

g) you will not rely on the information available in the Dashboard.

12. Your indemnities

You will defend, hold harmless and indemnify News and our personnel from and against any losses suffered or incurred by News or our personnel arising out of or in connection with:

a) a breach of your obligations in section 8;

b) a breach of the warranties in section 11;

c) any claim that Your Hashed Data or any part of it infringes any intellectual property rights of any person; and

d) any claim that News' use of Your Hashed Data or Tag Data or the creation or provision of Matched Audiences based on Your Hashed Data and/or Tag Data, is in breach of law (including privacy laws), except to the extent that such loss is caused or contributed to by an act or omission of News or its personnel, the News Hashing Software or the News Hashed Data.

13. Suspension and termination of the Service

- a)** News may modify, suspend or terminate the provision of the Service or the availability of the Platform or your account without liability to you at any time on reasonable notice to you. If at the time such action is taken by News, your Matched Audiences are being used to serve an advertising campaign acquired through News or one of its related companies (as approved by News) then News will determine, acting reasonably, whether to continue to serve that campaign and if a decision is made not to continue to serve the campaign then News will refund to you on a pro rata basis any prepaid fees for that campaign in relation to which ads have not yet been served.
- b)** News may suspend or cancel your account on no notice if it reasonably believes that you have breached these Intent Connect Terms or the News Corp Australia Standard Advertising Terms and Conditions or that your continued use of the Service and/or Platform is interfering with or is reasonably likely to interfere with the proper functioning or third party use of the Service or the Platform.
- c)** You may cancel your account or cease to use the Service at any time. Any such cancellation does not cancel any then current ad booking.
- d)** If you cancel your account or your Service account has been inactive for a continuous period of 180 days, we will delete any of Your Hashed Data and Matched Audiences that remain on the Platform after that time.
- e)** On termination of the provision of the Service to you or on cancellation of your account, you must remove all Pixels from Your Sites.

14. Disclaimer and liability

- a)** Nothing in these terms and conditions excludes or varies any rights or remedies under the Australian Consumer Law in the Competition and Consumer Act 2010("ACL"), or equivalent State or Territory legislation which cannot be excluded, restricted or modified. However, News excludes all rights, remedies, guarantees, conditions and warranties in respect of goods or services from your use of the Platform or the Services or acquisition of or in relation to the ordering or booking of any Services whether based in statute, common law or otherwise to the extent permitted by law. To the fullest extent possible and subject to News liabilities and obligations under the ACL, the following provisions apply:
 - i.** the Service is provided to you "as is" and on an "as available" basis and on the condition that you undertake all responsibility for assessing the suitability for your business purposes of the Service and rely on it at your own risk;
 - ii.** we will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to the

Service or the Platform;

iii. we do not warrant that the features or functionality of the Service will be uninterrupted or error free, that defects will be corrected, that there will be no technical problems which prevent or unreasonably delay delivery of the Service or any content, information or materials which reasonably ought to be accessible through the Service;

iv. we do not represent, warrant or accept any liability in relation to the accuracy, currency, reliability, completeness or quality of Your Hashed Data, News Hashed Data or any Matched Audiences or other insights delivered to you through the Platform or the Dashboard;

v. we do not represent or warrant that Your Hashed Data, News Hashed Data or any Matched Audiences or other insights delivered to you through the Platform or the Dashboard, are free from errors or omissions, or that they are exhaustive; and

vi. we disclaim all other warranties, representations or endorsements, express or implied, with regard to Your Hashed Data, News Hashed Data or any Matched Audiences or other insights delivered to you through the Platform or the Dashboard, including all implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

b) To the extent permitted by law and subject to the ACL:

i. our liability to you for any breach of a term or condition implied by law is limited, at our discretion, to the supply of the Service again or the payment for the cost of having the Service supplied again; and

ii. to the extent paragraph 14(b)(i) is not applicable, our aggregate liability to you for any loss arising out of or in connection with these Intent Connect Terms shall not exceed \$1000 , regardless of the cause or form of action; and

iii. neither party will have any liability to the other for consequential or indirect loss or damage which the first party you may suffer including loss of data, loss or profits, loss of business or loss of revenue

15. Fees and consideration

a) There are no fees payable by you to News for our provision of the Service to you. For the sake of clarification, this is separate from fees which may be charged for the acquisition by you from use of advertising services.

b) Notwithstanding paragraph (a), you acknowledge that these Intent Connect Terms are entered into in consideration of the mutual promises we make to each other (and you acknowledge the sufficiency of this consideration).

16. Changes to these Intent Connect Terms

We may amend these Intent Connect Terms from time to time by posting any changes to this

page. The date at the top of these Intent Connect Terms tells you when they were last updated. If you access the Service after any change to these terms has been published, then we will take reasonable steps to draw your attention to the revised Intent Connect Terms and you will have to accept those revised Intent Connect Terms before you are able to continue to use the Service. If you are not willing to accept those revised Intent Connect Terms you will not be able to continue to use the Service.

17. General

a) Entire agreement. These Intent Connect Terms and any other terms or policies referenced in these Intent Connect Terms, contain the entire agreement between the parties with respect to its subject matter. It sets out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (“Conduct”) relied on by the parties and supersedes all earlier Conduct by or between the parties in connection with its subject matter. Neither party has relied on or is relying on any other Conduct in entering into these Intent Connect Terms and completing the transactions contemplated by it.

b) Assignment. You may not assign, charge, create a security interest over, encumber or otherwise deal with any of its rights or obligations under these Intent Connect Terms, or attempt or purport to do so, without our prior written consent not to be unreasonably withheld.

c) Severability. Any provision of these Intent Connect Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

d) Jurisdiction and governing law: Your use of the Service and these Terms are governed by the law of New South Wales, Australia and you submit to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia.