

Subscription Terms

1. Effect of Terms

- (a) These terms and conditions (**Terms**) are a binding contract between you and Specialist Media Pty Ltd ACN 666 958 783 (**Company, we, us and our**) that sets out the terms of your right to access, use and receive the Products.
- (b) If there is any inconsistency between:
 - (i) any express provisions set out in your Subscription Order;
 - (ii) these Terms; or
 - (iii) our Policies,
 such inconsistency will be resolved and interpreted in accordance with the order of preference as the documents are listed above, with the documents higher in the list holding higher priority.

2. Interpretation

Where applicable, a reference in this Agreement to 'you' includes to any of your Personnel.

3. Terms

These Terms are current as of 23 July 2025. If we update these Terms in a way that materially affects your rights or obligations, we will notify you via your nominated email address.

4. Subscription and Access

4.1 Subscription Orders

You may request to receive a Subscription by:

- (a) registering an account with us on the Website and then placing a Subscription Order with us through your online account; or
- (b) placing a Subscription Order with us directly.

4.2 Subscription

- (a) A **Subscription** is a regular delivery by us of the Products:
 - (i) in the form, frequency and number contemplated in a Subscription Order, as outlined on our Website, or as otherwise agreed between the parties in writing;
 - (ii) to the delivery locations or email addresses nominated by you in a Subscription Order.
- (b) By placing a Subscription Order, you agree to be bound by these Terms and our Policies.

4.3 Access

You may access some of our content or Products online at our Website. Access to our Website is governed by our Website Terms located at: travelydaily.com.au

5. Your obligations

5.1 General

You must, warrant that you will and agree it is a condition of the Subscription that you:

- (a) pay the Subscription Fees (as applicable) on the Payment Terms and for the Subscription Term, as agreed in any Subscription Order, as advertised on our Website, or as otherwise agreed by the parties in writing;
- (b) cooperate with us, act reasonably and follow our directions and provide all information required to register and keep your account up to date on the Website;
- (c) obtain any consents or permissions necessary with respect to our collection, use, storage and disclosure of your Personal Information;
- (d) promptly report any error, defects or malfunctions in connection with your Subscription;
- (e) comply with all Law, these Terms and our Policies; and
- (f) not:
 - (i) infringe our Intellectual Property Rights in any Materials comprising the Product or in any sample of the Product;
 - (ii) sell, assign, lease, distribute or otherwise commercially exploit the Products; and
 - (iii) copy, alter, modify, decompile, disassemble, reverse engineer, sub-license or alter anything that underpins the Products.

5.2 Acknowledgements

You acknowledge and agree that:

- (a) you will use the Products solely at your own risk and you are responsible for determining if the Products meet your needs; we may undertake scheduled or unscheduled maintenance of the Website, at any time with or without prior notice to you, which may impact your access to the Products;
- (b) we may release updates or changes to the Products delivered in digital form, in our discretion, without your prior consent;
- (c) subject to any Law, we are not responsible or liable to you for:
 - (i) any errors or inaccuracies in any information or representations in the Products;
 - (ii) any impaired function or access to third party links embedded in the Products; or
 - (iii) any malfunctions or delays in the delivery of the Products via the Website or email.

6. Our obligations

The Company will supply the Products:

- (a) competently with due care, skill, diligence and judgement and in a thorough, lawful, efficient and professional manner; and
- (b) in accordance with the terms of any Subscription Order, Subscription and these Terms.

7. Delivery

- (a) Subject to your payment of the Subscription Fees (if applicable), we will deliver the Subscription to you.
- (b) If your Subscription Order requests delivery of the Products in print form, you acknowledge and agree that:
 - (i) you will pay the Delivery Fees;
 - (ii) delivery will be made to the delivery address in the Subscription Order, unless otherwise agreed in writing; and
 - (iii) any agreed timing for delivery is an estimate and may be subject to change.

8. Subscription Fees and Payment

8.1 Subscription Fees

- (a) If a fee is payable, you must pay the Subscription Fees in accordance with the Payment Terms.
- (b) The Subscription Fee will be an annual fee that is charged in advance annually or monthly from the Commencement Date, depending on the Subscription, unless you cancel the Subscription. You agree to us automatically deducting the Subscription Fee in accordance with this clause 8.
- (c) We will notify you if the Subscription Fees change within 3 days of that variation.
- (d) The Subscription Fees are inclusive of GST and other similar taxes and surcharges and the Delivery Fees (if any).
- (e) If you fail to pay the Subscription Fees (if any), then without limiting any other remedies available to us, we may:
 - (i) charge a fee of up to 2% per month on the amount of any monies that remain owing by you to us following the date payment is due;
 - (ii) suspend your Subscription and access to the Products until the outstanding Subscription Fees are paid; and
 - (iii) engage in debt recovery procedures or process as we deem necessary to recover the outstanding monies, including engaging third parties to conduct such procedures and processes.

9. Term and termination

9.1 Term

These Terms commence on the Commencement Date and continue for the Subscription Term unless terminated in accordance with clause 9.

9.2 Subscription Term

- (a) You may cancel your Subscription online or by giving us notice directly.
- (b) Each cancellation will be effective within 1 business day of the notice under clause 9.2(a) and:
 - (i) any Subscription Fees will still be payable prior to the effective date and time; and
 - (ii) the applicable of these Terms will terminate on the effective date and time.

9.3 Termination for breach

Subject to clause **Error! Reference source not found.**, either party may terminate these Terms immediately by written notice to the other party, if the other party:

- (a) breaches any provision of these Terms that materially prejudices the interests of the terminating party and fails to remedy the breach within 7 days of receiving written notice from the terminating party in respect of the breach, including particulars of the breach; or
- (b) is in breach of these Terms and the breach is incapable of remedy.

9.4 Consequences of termination or expiry

On termination or expiry of these Terms:

- (a) you will no longer receive access to or delivery of the Products;
- (b) subject to any rights you may have under Law including clause 12.3, if you will not be entitled to any refund of Subscription Fees (if any) for any unused portion of the Subscription for the Subscription Term;
- (c) the accrued rights or remedies of either party are not affected; and
- (d) the following clauses 9, 10, 11, 12, 13, 14 or any provision of these Terms which is expressly or by implication intended to come into force or continue after termination or expiry will not be affected.

10. Intellectual Property Rights

- (a) You acknowledge that all Intellectual Property Rights in the Company IP are and remain the exclusive property of the Company or, where applicable, the third-party licensor from whom the Company derives the right to use them.
- (b) If your Subscription requests delivery of the Products in digital form, unless otherwise agreed in writing, we grant you and your Personnel a non-exclusive, worldwide, revocable, non-sublicensable and non-transferable licence to access and use the Products and Website to access or download Products under these Terms.

11. Privacy

- (a) We collect, store, use, and otherwise deal with Personal Information in accordance with our privacy policy located at traveldaily.com.au/privacy and as necessary to perform our obligations under these Terms.

- (b) If you disclose any individual's Personal Information to us or to any third party you must obtain, and you warrant that you have obtained, consent from that individual, and make any necessary disclosures to the relevant individual before disclosing their Personal Information.

12. Limitation of liability

12.1 Limitation

Unless otherwise prohibited by Law and subject to clauses 12.2 and 12.3, our aggregate liability to you arising out of or in connection with these Terms (whether under contract, in tort, under statute or otherwise at law or in equity) is limited to an amount equal to the Subscription Fees (if any) paid to us by you in the preceding 12 months.

12.2 Exclusions

Subject to clause 12.3, neither party is liable for any Consequential Loss however caused (including by the negligence of the party), suffered or incurred by the other party in connection with these Terms.

12.3 Australian Consumer Law

- (a) If the Australian Consumer Law applies to the supply of any goods and services under this Agreement, Company acknowledges and agrees that its goods and services come with guarantees that cannot be excluded under Australian Consumer Law; and
- (b) To the maximum extent permitted by Law, in the event the Company breaches a Consumer Guarantee under the Australian Consumer Law, our liability will be limited to, at our election:
 - (i) in the case of the services:
 - (A) the re-supply of the services contemplated by these Terms; or
 - (B) the payment of the cost of having the services supplied again; and
 - (ii) in the case of goods:
 - (A) the replacement of the goods or the supply of equivalent goods; or
 - (B) the payment of the cost of replacing the goods or of acquiring equivalent goods.

12.4 Indemnities

You are liable for, and indemnify the Company and our related entities from and against, all loss or damage (including legal costs) suffered or incurred by us, however caused, in connection with:

- (a) any breach of clause 5.1 by you or your End User;
- (b) any unlawful or negligent act or omission of you or your End User; and
- (c) any claim or allegation by a third party arising in connection with your or your End User's acts or omissions (including you instructing the Company to undertake any act or omission).

13. Force Majeure

- (a) Neither party will be in breach of these Terms as a result of, or liable for, any failure or delay in the performance of that party's obligations under these Terms to the extent that such failure or delay is wholly or partially caused, directly or indirectly, by a Force Majeure Event or any act or omission of that party.
- (b) Clause 13(a) does not apply to any obligations for you to pay money under these Terms.

14. General

- (a) These Terms may only be amended by written agreement between all parties.
- (b) The laws of New South Wales, Australia govern these Terms, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia and courts competent to hear appeals from those courts.
- (c) A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy.
- (d) A right under these Terms may only be waived in writing signed by the party granting the waiver and is effective only to the extent specifically set out in that waiver.
- (e) A clause or part of a clause of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining clauses or parts of the clause of the Terms continue in force.

15. Definitions and interpretations

15.1 Definitions

In these Terms:

Australian Consumer Law means the Australian Consumer Law set out in schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Business Day means a day that is not a Saturday, Sunday or public holiday in New South Wales, Australia.

Commencement Date means the date you make a Subscription Order.

Company has the meaning set out in clause 1(a).

Company IP means the Products, our Materials and Website at the Commencement Date or created or derived by the Company in connection with the Products or Website during the Term.

Consequential Loss means loss of revenues, loss of reputation, consequential loss, indirect loss, loss of profits, loss of bargain, loss of actual or anticipated savings, lost opportunities, including opportunities to enter into arrangements with third parties, and loss or corruption of data. **Delivery Fees** means any delivery fees payable for the Products as set out in the Subscription Order.

Force Majeure Event means a matter beyond the reasonable control of a party and includes without limitation an act of god, national emergency, terrorist act, sabotage,

flood, storm, earthquake, fire, explosion, epidemic, pandemic, civil disturbance, insurrection, riot, war, industrial action, lockout, rebellion, quarantine, embargo and other similar governmental action or a general and continued energy shortage, power or utilities interruption.

GST means goods and services tax, as detailed under *A New Tax System (Products and Services Tax) Act 1999* (Cth).

Intellectual Property Rights means any current and future intellectual and industrial property rights and interests throughout the world, including any patents, copyrights and related rights, utility models, designs, trade marks, service marks, rights in relation to circuit layouts and databases, rights in relation to discoveries, trade secrets, and know how, trade, business, or company name, indication, source or appellation of origin, applications for, or rights to apply for registration of any of those rights, rights under licences and consents in relation to any of them; and any other forms of protection of a similar nature or having equivalent or similar effect to any of them now or in the future, whether registered or unregistered, for the duration of the rights and interests.

Law means all applicable present and future legislation, ordinances, regulations, by laws, local laws, orders and proclamations, approvals, principles of law or equity, standards, codes and guidelines, directions or notices issued by any government authority, including without limitation in respect of collecting, using and disclosing of Personal Information.

Materials means material in whatever form, including documents, manuscripts, specifications, designs, plans, reports, products, equipment, information, data, tables, schedules, databases, concepts, samples, inventions, tools, devices, procedures, processes, methods, formulae, calculations, sequences, scientific and technical information, studies, know-how, graphic layouts, logos, images, photographs, videos, films, sound recordings, audio recordings, charts, drawings, diagrams, source code, object code, executable code, software, test cases; and novel combinations of any of the aforementioned.

Payment Terms means the due dates and method of payment for you to pay the Subscription Fees communicated to you in a Subscription Order, on our Website or as otherwise agreed in writing by the parties.

Personal Information takes its meaning from the *Privacy Act 1988* (Cth).

Personnel means, if you are an entity, any of your directors, employees, agents, or contractors who are authorised to access and use the Subscription under these Terms.

Policies means the policies, procedures and codes of conduct for the Company available on the Website, as updated from time to time.

Products means the newsletters, magazines or other items, including any samples of the aforementioned, you will receive in a Subscription, as set out in the Subscription

Order, outlined on our Website or agreed in writing with the Company.

Subscription has the meaning set out in clause **Error! Reference source not found.**

Subscription Fees means the fees payable by you (if any) as set out in the Subscription Order, including the Delivery Fees and any other fees payable by you to the Company in connection with these Terms.

Subscription Order means the order made by you (in any form) via the Website or directly with us for you to receive the Subscription.

Subscription Term means the length of time you will receive the Subscription as set out in a Subscription Order, advertised on our Website, or agreed in writing by the parties. If no length of time is specified, the Subscription Term will be ongoing until terminated by either party.

Website means the website available at traveldaily.com.au

15.2 Interpretation

In these Terms:

- (a) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, these Terms and references to these Terms include any schedules or annexures;
- (b) a reference to a party to these Terms or any other document or agreement includes the party's successors, permitted substitutes and permitted assigns;
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a document or agreement (including a reference to these Terms) is to that document or agreement as amended, supplemented, varied or replaced;
- (e) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (f) if any day on or by which a person must do something under these Terms is not a Business Day, then the person must do it on or by the next Business Day;
- (g) a reference to a person includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity;
- (h) unless expressly stated otherwise, a reference to '\$' or 'dollar' is to Australian currency; and
- (i) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', or 'for example' (or similar phrases) do not limit what else might be included.