Terms & Conditions

These Isentia Terms and Conditions apply to the supply of all Services by Isentia to a Client unless otherwise agreed in writing. Acceptance of Services by the Client is acceptance of these Isentia Terms and Conditions. Defined terms have the meanings given to those terms in clause 16 below.

1. Scope and Delivery of Services

1.1. Isentia will deliver the Services using reasonable care and skill in accordance with the CA, any relevant Brief and the agreed Service Levels.
1.2. Changes to a Media Brief are the responsibility of the Client and must be made in writing and sent by email by the Client to the Isentia Contact. At least 24 hours' notice is required to change a Media Brief.
1.3. If the Client is a PR Agency, it may have multiple Briefs. In this case, each Brief is regarded as separate and independent of the other for the purposes of changes to the Briefs and invoicing.
1.4. Data and Content Services are supplied according to the Media Coverage List applicable at the time, a copy of which is available upon request by the Client.
1.5. Pulsar Services supplied are as specified in the CA

2. Price for Services

2.1. The prices for Services are as set out in the CA.
2.2. Subject to clauses 2.3 and 2.4, prices for Services will not be increased during the Initial Term or a Project.
2.3. If the data or content volumes consumed at any time during the Term are above the estimated or agreed volumes agreed pursuant to a Brief, the Client agrees to pay any additional data or content costs as stated within the CA.
2.4. If a variation to a Brief, Project or Service Level results in, or circumstances give rise to, a material increase in the volume of Services, Isentia is entitled to charge (and the Client agrees to pay) such amounts advised by Isentia as payable for the variation to the Services.
2.5. On the expiration of a Term, the prices set out in the CA will increase by the greater of 3.5% and the then current Inflation Rate in the Location.
2.6. The price for Services does not include any Taxes. The Client is responsible for the payment of all Taxes. Where applicable, Taxes will be included as a separate item on all relevant invoices.

3. Payment for Services

3.1. Fixed prices and any applicable Taxes and Third Party Costs are invoiced annually in advance of the commencement of the Services and any Renewal Term. Any additional charges (not invoiced in advance) are invoiced in arrears monthly. Isentia's trading terms are strictly 30 days from the date of invoice and Client must pay all invoices within 30 days from the date of the invoice.
3.2. Any variation to clause 3.1 must be specified in writing in the CA. Any fixed prices not invoiced in advance may attract an administration charge.
3.3. If the Client defaults in payment of any invoice by the due date, then without limiting Isentia's rights and remedies available at law or otherwise:
    3.3.1. the Client will pay Isentia's reasonable legal costs incurred in recovering the debt;
    3.3.2. the Client will pay interest on the overdue amount from the first day after payment should have been made and until payment is made, accruing daily, at the rate of 4% points per annum above the base lending rate of the Commonwealth Bank of Australia from time to time;
    3.3.3. Isentia is entitled to suspend or terminate the supply of the Services to the Client without further liability.
3.4. The Client is not entitled to set off against, or deduct from any invoice, any sums owed or claimed to be owed to the Client by Isentia nor to withhold payment of any invoice because part of that invoice is in dispute.
3.5. No right, title or interest in the Services which otherwise pass to the Client in accordance with this Agreement will pass to the Client until all amounts owing by the Client to Isentia have been paid in full.

4. Term and Termination

4.1. The Services will be supplied for the Term and will continue on the terms and conditions of the Agreement until terminated in accordance with this Agreement.
4.2. Where an Initial Term is specified in the CA, after the expiry of the Initial Term, this Agreement will continue for successive: (i) one year periods; or (ii) periods proportionate in duration to the Initial Term, whichever is greater (each a Renewal Term) unless written notice terminating this Agreement is given by either party not less than 90 calendar days before the end of the Initial Term or any Renewal Term (as applicable).
4.3. Where a Project is specified in the CA, the Agreement will continue until completion of the Project. Where the Services continue following the completion of the Project, the terms of clause 4.2 will apply and the term of the Project will be regarded as an Initial term for the purposes of clause 4.2.
4.4. If the Client wishes to terminate the Agreement at any time prior to the expiration of the Term or completion of a Project, the Client must pay to Isentia an amount equal to the average monthly charges payable for the remainder of the Term and, in the case of a Project, all fees, cost or charges outstanding or remaining up to the completion of the Project. The Client acknowledges that Isentia's pricing and allocation of resources are based on the agreed Term and these early termination charges are a genuine pre- estimate of Isentia's loss and damage for early termination.

5. Service Levels

5.1. Whilst every effort will be made by Isentia to provide accurate, comprehensive and uninterrupted services, the Client acknowledges that the supply of Services are dependent on third party suppliers and Isentia is not responsible if the Services are affected by circumstances beyond Isentia's control.
5.2. The Client must notify Isentia within 21 days (time being of the essence) of any alleged defect, shortage in quantity, errors, omissions or failure to comply with any Service Level. On receipt of such notice Isentia will review the Services provided.

5.3. Where it is determined that the Service provided failed to comply with Service Levels, Isentia's liability (including any liability for any losses or consequential losses which the Client may suffer or incur as a result of such failure) is limited to either (at Isentia's discretion) providing a credit for the Service, replacing the Service or rectifying the Service.
From time to time Isentia may be required to perform emergency or maintenance activities. Whilst every effort will be made to limit interruptions to Services, the Services may not be available at these times.

6. Third Party Material

6.1. The Client acknowledges the Services supplied by Isentia includes Third Party Material in which copyright and other Intellectual Property Rights are owned by third parties and Isentia cannot assign third party copyright and other Intellectual Property Rights or copyright in Services or Works.
6.2. Copyright fees, where applicable, are payable by the Client in relation to Third Party Material supplied to the Client and, unless otherwise stated, are included in the price payable for the Services.
6.3. All Third Party Material is supplied for the internal use of the Client only unless otherwise agreed in the CA.
6.4. Clients must not remove, conceal or alter any copyright notices in the Third Party Material.
6.5. In relation to Works licensed by the Copyright Agency, the Client is bound by the terms of the Copyright Agency Downstream Licence and is responsible for notifying Isentia of the number of its nominated users under that licence.
6.6. Isentia is not liable and cannot be held responsible for any action taken against the Client by any publisher of copyright material nor any other concerned third party in respect of any real or alleged infringement of Intellectual Property Rights, including breach of copyright, by the Client.
6.7. Where the Services provide access to Third Party Material from a third party website or platform the Client is bound by the terms of use of that website or platform in relation to use of that Third Party Material made available through the Services.
6.8. The Client must not, and must not permit any third party to, use any Third Party Material provided under this Agreement for the purpose of text and data mining,or for developing, training, fine-tuning, validating or improving any Artificial Intelligence including Generative Artificial Intelligence without the express, prior written consent of Isentia and the relevant third-party copyright owners.

7. Intellectual Property

7.1. Isentia and/or its licensors retain ownership of all Intellectual Property Rights, including copyright, in the Subscription Services, the Isentia Services Material and Isentia Background Material, and no rights are granted to the Client in the Subscription Services, the Isentia Services Material and the Isentia Background Material other than as set out in the Agreement.
7.2. Unless otherwise agreed in writing and subject to the timely payment of all fees, Isentia grants the Client a non-exclusive, royalty-free, perpetual licence to use Isentia Services Material (and any Isentia Background Material contained within it) internally within its organisation, with its professional advisers, and, in the case of a PR Agency, with its clients. This licence does not extend to reproducing, rebroadcasting, distributing, communicating, disseminating, displaying, selling, publishing or altering the Isentia Services Material to or with third parties other than the Client's professional advisers.

8. Subscription Services

8.1. With respect to the purchase of any Subscription Services, in consideration of the payment of all fees, Isentia grants to the client a personal, revocable, non-exclusive, non-transferable licence to use the Subscription Services for its lawful internal business purposes during the Term.
8.2. The Client shall not republish, make publicly available, sell, sub-license or share with any third parties:
  8.2.1. the Subscription Services; or
  8.2.2. any comparison of data provided by one social media network against another social media network for the purposes of evaluating the technical competence or performance of such networks, creating a competing network, or profiling individuals by aggregating data from various networks pertaining to an individual in violation of applicable law.
8.3. Subject to clauses 8.4 and 8.5 below, Isentia shall indemnify the Client against any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with a claim that the Client's use of the Subscription Services infringes the Intellectual Property Rights of a third party (each a "Claim").
8.4. The Client shall not have (without the consent of Isentia) done, permitted or suffered to be done anything which may have been or become an infringement of any Intellectual Property Rights, including but not limited to: (i) engaging in unauthorised use or modification of the Subscription Services; (ii) Using the Subscription Services in combination with any products, technologies or data not supplied by Isentia; (iii) any refusal to accept or use suitable modified or replacement services provided by Isentia to avoid infringement; or (iv) any Subscription Service provided on the basis of the Client's express technical specifications.
8.5. The Client shall: (i) provide Isentia with prompt written notice of a Claim; (ii) provide reasonable co-operation in the defence and settlement of the Claim at Isentia's expense; and (iii) ensure that Isentia is given sole authority to defend or settle the Claim.
8.6. If the Client notifies Isentia of a Claim, Isentia may in its discretion:
  8.6.1. modify the Subscription Services, at no cost to the Client, so that they no longer infringe or misappropriate any third-party Intellectual Property Rights;
  8.6.2. obtain a licence for the Client's continued use of the Subscription Services, at no cost to the Client, in accordance with this Agreement; or
  8.6.3. terminate this Agreement immediately on written notice and refund to the Client any fees paid covering the period after the effective date of termination.
8.7. Nothing in this clause 8 shall: (i) create any liability or obligation on Isentia in relation to any open source software or any third party data which is not within Isentia's control; and (ii) restrict or limit the Client's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a Claim.
8.8. The Client grants Isentia a worldwide, fully paid-up, sublicensable, non-exclusive, non-transferrable licence during the Term to use, copy, transmit, store, modify and back-up Client Material for the sole purpose of providing the Client with the Services.

9. Pulsar Service Conditions

9.1. Where Pulsar Services have been purchased:

9.1.1. If the Client exceeds the number of Core Profiles or Mentions or any other items specified in the CA with limits, the Client must pay the excess charges as specified as payable in the CA;

9.1.2. The Client shall and shall procure that all users of the Pulsar Services comply with the terms of service or policies of third party data sources, as set out in the Acceptable Use Policy at https://www.pulsarplatform.com/acceptable-use-policy/;

9.1.3. The Client shall not upload, input or make use of any Client Material: (i) that includes personal data without Isentia's prior written approval; (ii) which it does not own unless the appropriate consents, authorisations or licences have been obtained; and (iii) which would (a) put Isentia's organisation or business into disrepute (b) reveal financial information of any kind (whether related to its employees, customers, business or otherwise); or (c) contain highly confidential or business critical information. Isentia shall not be responsible for any data uploaded by the Client in contravention of this subsection;

9.1.4. Where the Pulsar Services include use of the Pulsar API Software, the Client shall
(a) not provide use of the Pulsar API Software on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the Pulsar API Software or "frame" or "mirror" the Pulsar API Software on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to the Pulsar API Software;(b) not exceed the Rate Limits. If the Client exceeds or Isentia reasonably believes that Customer has attempted to circumvent the Rate Limits, controls to limit use of the Pulsar API Software or the terms of this Agreement, then Client's ability to use the Pulsar API may be suspended;(c) only make use of the most updated version of the Pulsar API Software; (d) not use the Pulsar API Software for the purposes of real-time data streaming into any web application; (e) not display any data which is made available through the Pulsar API Software, in its raw format; and (f) follow any guidance, instruction or advice communicated to the Client regarding the Pulsar API Software from time to time.

9.1.5. If following the creation of a Search, the Client either: (i) pauses; (ii) stops; and/or (iii) does not access, the Search for a period of at least one month after the Search is initiated, Isentia may archive the Search. The Client may access an archived Search upon written request to Isentia. A Search and any associated data will only be archived for a period of 2 years from initiation.

9.1.6. If Isentia considers that a Search will result in the processing of an amount of data which will adversely affect Isentia's performance of the Pulsar Services and/or its services to any other customer, Isentia will Pulsar will suspend data collection and notify the Client. If the Client fails to amend the Search within 14 business days from notification of the suspension, Isentia may immediately terminate the Agreement.

9.1.7. The Client may opt to purchase a licence of Audiense Insights and/or Audiense Connect (each a "Audiense Service") as part of a package with the purchase of the Pulsar Service. The Client agrees that the supply of the Audiense Services shall be made to the Client in accordance with the Audiense Terms of Use available at https://audiense.com/terms-of-use/ and the Audiense Privacy Policy available at https://legal.audiense.com/privacy-policy or such other agreement as entered into between the Client and Audiense Limited. By entering into this Agreement, the Client agrees to be bound by the terms of such agreements and policies as between itself and Audiense Limited. Isentia does not give any warranty or representation in relation to the Audiense Service and excludes any liability arising from the Clients use of the Audiense Service.

10. Confidentiality

10.1. Each party (the **Receiving Party**) will keep the other party's (the **Disclosing** Party) Confidential Information confidential and only use the Confidential Information as contemplated by the Agreement. Both parties will keep the terms of this Agreement confidential.

10.2. The Receiving Party shall take no less than the same degree of care of securing Confidential Information as prescribed by the Disclosing Party, or if the Disclosing Party has not set a standard, as the Receiving Party would do with respect to its own Confidential Information. The Receiving Party shall be responsible for any improper use or any unauthorized disclosure of Confidential Information furnished to the Receiving Party.

10.3. The obligations in clauses 10.1 and 10.2 do not apply:

10.3.1. to the extent necessary to enable either party to make any disclosure required by law;

10.3.2. to the extent necessary to enable either party to perform its obligations under the Agreement;

10.3.3. to any disclosure agreed in writing between the parties; or

10.3.4. in respect of any portion of the Confidential Information which has entered the public domain other than as a result of a breach of this clause.

11. Privacy and Data Protection

11.1. Isentia may collect personal information of Client representatives in order to provide, and in the course of providing, the Services. Isentia's privacy policy sets out details of how it manages personal information and is available at https://www.isentia.com/privacy-policy/

11.2. Each party must comply with and have adequate measures in place to ensure that they comply at all times with the obligations that apply to that party under Data Protection Law.

11.3. Any information exchanged between the parties may only be collected, processed, shared and used for the purposes of this Agreement and each party will hold the other free and harmless from any costs and liabilities arising from the other party's failure to comply with Data Protection Law with respect to personal information.

11.4. To the extent that the provision of the Services involves the processing of personal data, the Client (the Controller) appoints Isentia as a processer to process the personal data. If Isentia becomes aware that its processing activities infringe Data Protection Law, Isentia will promptly notify the Client in accordance with Data Protection Law.

11.5. Where Pulsar Services are purchased the following additional data protection provisions apply:

11.5.1. Notwithstanding clause 11.4, Isentia is an independent controller of any Client personal data it processes about the Client itself for Isentia's own business purposes, including Client personal data processed for direct marketing purposes and client account management.

11.5.2. The Client shall comply with its obligations as a controller and Isentia will comply with its obligations as processor in connection with the performance of the Services under the Data Protection Laws.

11.5.3. Isentia, as processor shall ensure that where the Services require the processing of Client Data:

i. the nature/purpose of the processing is provision of the Services;

ii. the categories of data subjects are: Client's users of the Services and members of the public;

iii. the type of personal data is: names, email addresses, social media user IDs, handles and other identifiers, photographs, published content on social platforms including review sites, message boards etc. which feature personal data, location data and other personal data uploaded by the Client; and

iv. the duration of the Services (including as to any processing of personal data) shall be for the Term.

11.5.4. Isentia shall:

i. only process Client Data in accordance with the documented instructions of the Client, unless required to do so by Data Protection Laws to which Isentia is subject, in which event Isentia shall inform Client of such legal requirement unless prohibited from doing so by Data Protection Laws on important grounds of public interest;

ii. not use any Client Data to train, fine-tune, validate or improve Generative Artificial Intelligence, unless such use is agreed in writing by the Client;

iii. ensure that any persons authorised by it to process the Client Data (an **Authorised Person**) are subject to a contractual duty or statutory obligation of confidentiality;

iv. implement appropriate technical and organisational measures to protect the Client Data from (i) accidental or unlawful destruction, and (ii) loss, alteration, unauthorised disclosure of, or access to the Client Data (a Security Incident) and shall ensure that the Client Data is subject to a level of security appropriate to the risks arising from its processing by Isentia or its sub-processor (Fenix Media Ltd t/a Pulsar Platform); and

v. notify the Controller without undue delay and no later than 24 hours after becoming aware of a Security Incident.

11.5.5. Taking into account the nature of the processing, Isentia shall assist the Client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Client's obligation to respond to requests for exercising a data subject's rights under Data Protection Laws. (This could for example, be where the data subject requests data be deleted).

11.5.6. Taking into account the nature of the processing and the information available to Isentia, Isentia shall assist the Client with regard to the Client's compliance with its obligations set out in Articles 32 - 36 of the UK General Data Protection Regulation (**GDPR**) or equivalent measures where applicable as per Data Protection Laws. (Articles 32 – 36 of the GDPR relate to the security of processing of personal data and notifiable data breaches).

11.5.7. Upon termination of the Services that required the processing of Client Data (in whole or in part) Isentia shall, at the election of the Client, deliver up or destroy such Client Data which is in the possession of, or under the control of, Isentia unless Data Protection Laws require Isentia to store such Client Data.

11.5.8. Isentia shall, at the written request of the Client, provide the Client with all information necessary to demonstrate Isentia's compliance with its obligations under Article 28 of the GDPR and shall allow for and contribute to audits and inspections conducted by or on behalf of the Client. (Article 28 of the GDPR relates to the obligations of processors of personal data)

11.5.9. Where required to do so by the Data Protection Laws, Isentia shall maintain written records of its processing of the Client Data in accordance with the requirements set out in Data Protection Laws and shall make such records available to a supervisory authority on request.

11.5.10. The Client shall ensure that:

i. the supply to Isentia of Client Data by or on behalf of the Client for the purposes of processing undertaken by Isentia and its permitted sub- processor (Fenix Media Ltd t/a Pulsar Platform) where such processing is authorised by the Client shall comply with the Data Protection Laws; and

ii. the instructions given by the Client to Isentia by operation of this clause shall comply with Data Protection Laws.

11.5.11. Isentia shall ensure that any sub-processing arrangements entered into shall be substantially on the same terms to those set out in this Agreement and in particular, it shall ensure the sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures in order that any processing of Client Data is performed in accordance with Data Protection Laws. Isentia will remain liable to the Client where the sub-processor fails to fulfil its obligations under Data Protection Laws.

12. Representations and Warranties

12.1. Each Party represents that it has lawfully entered into the Agreement and is authorised to do so on behalf of the entity listed in the CA.

12.2. Isentia warrants to the Client that the Services will be performed in a professional manner using reasonable care and skill in accordance with generally accepted industry standards and any relevant Brief.

12.3. Isentia represents and warrants that it takes all reasonable measures to comply with Modern Slavery Law and Business Ethics Laws and that it is not aware of any Modern Slavery (as defined in the Modern Slavery Law) or breach of Business Ethics Laws in its supply chain.

12.4. The Client warrants to Isentia that:

12.4.1. other than with Isentia's express written consent, it will not use the Services for the purpose of or in connection with the provision of media intelligence services to any third party;

12.4.2. it will maintain access and control over its Isentia account and any online portal, RSS feed or other means used to access the Services, and it will not disclose to any third party the password, log-in details, payment or other access details to its Isentia account, online portal, RSS feed or other means of accessing the Services without Isentia's express written consent; and

12.4.3. it will obtain the consent of the copyright owner for any conduct in relation to Third Party Material which is inconsistent with clause 6. If the Client is a PR Agency, this conduct would include broadcasting, distributing, communicating, disseminating, displaying, selling or publishing Third Party Material to its clients.

12.5. Except as expressly provided to the contrary in the Agreement and to the full extent permitted by law, all terms, conditions, warranties, guarantees, undertakings, inducements or representations whether express, implied, statutory or otherwise are excluded.

12.6. For the avoidance of doubt, Isentia does not warrant that the Clients' use of the Services will be uninterrupted or error free or that the Services will meet the Clients requirements.

12.7. The Client acknowledges and agrees that Isentia shall not be in breach of any obligations under this Agreement where such obligations are impacted by: (a) any internet connection or software under the Client's control; (b) any change to terms of use or access to third party data sources (including, without limitation, Twitter or Facebook rules); or (c) interruption to the Services as a result of any act or omission of a third party not within Isentia's control.

12.8. Without limiting clause 12.5, the Client acknowledges that Isentia does not hold itself out as providing legal, accounting, tax or other professional advice or services and that it is the Client's responsibility to verify the content of all Third Party Material and Isentia Services Material before relying on it.

13. Limitation of Liability

13.1. Subject to the remainder of this clause 13, in no event will the total liability of either party (including its directors, agents or employees) arising out of or related to the Agreement exceed the total amount paid or payable for the Services by the Client under the Agreement in the 12 months preceding the event giving rise to the claim. This limitation will apply whether an action is in contract, tort, negligence, strict liability or otherwise

13.2. Subject to clause 13.3, in no event will either party (including its directors, agents or employees) be liable to the other party for any indirect, special, incidental or consequential loss including lost profits or revenue, lost contracts, loss arising from unauthorised access to information, loss of reputation, loss of goodwill, loss of data or other economic loss suffered or incurred by the other party arising out of or in connection with or incidental to the provision or receipt of the Services whether an action is in contract, tort, negligence, strict liability or otherwise, howsoever caused and on any theory of liability and even if either party has been advised of the possibility of such loss or damage.

13.3. Nothing in the Agreement excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Consumer Law.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ISENTIA'S LIABILITY FOR ANY FAILURE TO COMPLY WITH ANY SUCH RIGHT OR REMEDY, GUARANTEE, WARRANTY OR OTHER TERM OR CONDITION IS LIMITED TO (AT ISENTIA'S OPTION): (A) IN THE CASE OF GOODS, THE REPLACEMENT OF THE GOODS OR THE SUPPLY OF EQUIVALENT GOODS, THE REPAIR OF THE GOODS, THE PAYMENT OF THE COST OF REPLACING THE GOODS OR OF ACQUIRING EQUIVALENT GOODS OR THE PAYMENT OF THE COST OF HAVING THE GOODS REPAIRED; AND (B) IN THE CASE OF SERVICES, THE SUPPLY OF THE SERVICES AGAIN OR THE PAYMENT OF THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.

14. Force Majeure

14.1. Isentia will not be liable for any failure or delay in the performance of the Services if that failure or delay is due to a Force Majeure Event and the obligations under the Agreement are suspended to the extent to which they are affected by the relevant event as long as it continues, provided that Isentia will take all reasonable steps to minimise and work around such an event.

15. General

15.1. No agency, partnership, joint venture, or employment relationship is created by this Agreement and, unless as otherwise agreed, neither party has the power to bind the other party.

15.2. If any provision of the Agreement is invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

15.3. A party giving a notice under the Agreement must do so in writing directed to the others party's primary contact as detailed in the CA or the last known primary contact of the party. Notices may be hand delivered, couriered or sent by pre-paid post or email. Unless there is evidence that it was received earlier, such notice or document shall be deemed to have been served: (i) if delivered by hand or by courier, when left at the address specified on the CA or the last known address of the party; or (ii) if sent by post to an address within the country of postage, 2 business days after posting it; or (iii) if sent by post to an address outside the country of postage, 5 business days after posting it; or (iv) if by email to Isentia , 1 business day after receipt by Isentia, if by email from Isentia, one business day after being sent by Isentia to the email address of the last known primary contact of the Client.

15.4. The Agreement is governed by the laws of the New South Wales, Australia and subject to the exclusive jurisdiction of the courts of New South Wales, Australia and the courts competent to determine appeals from those courts.

15.5. Isentia reserves the right to modify the non-price terms of the Agreement at any time during the Term on one month's prior notice to the Client. Notice will be given either (i) by way of publishing an update on the website on which the Isentia Terms and Conditions are located; (ii) by email; or (iii) such other means as reasonably determined by Isentia. Isentia will only exercise the right set out in this clause acting reasonably and in good faith.

15.6. The Agreement is the entire agreement between the parties and no oral or written representation, inducement or promise made by, or on behalf of, either party not contained in the Agreement is binding upon the parties. For the avoidance of doubt, additional terms and conditions contained in any purchase order, email, proposal or other documentation or communication of any kind shall not apply.

15.7. The failure by Isentia to enforce any provision of the Agreement is not to be treated as a waiver of that provision and such waiver does not affect Isentia's right to subsequently enforce that provision.

15.8. The Client shall not, without the prior written consent of Isentia, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. Isentia may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement to any legal entity which succeeds to all or part of the business or assets.

15.9. The Client agrees that Isentia may include the Client's name and/or logo in Isentia's marketing or promotional material and on Isentia's website including but not limited to www.isentia.com, save always that the Client may opt – out of such inclusion by sending/emailing written notice of opt- out to Isentia. For the purposes of this clause a reference to Isentia includes Isentia and any of it related entities.

15.10. In the event of a conflict or inconsistency between the terms of the CA, any Statement of Work or schedule to the CA and Isentia Terms and Conditions, the terms of the CA shall prevail followed by the terms of any Statement of Work or schedule to the CA and lastly the Isentia Terms and Conditions.

16. Definitions

In the Agreement defined terms have the following meanings:

Agreement means the agreement consisting of, and in order of priority: (i) the CA; (ii) any applicable Statement of Work or schedule to the CA and (iii) the Isentia Terms and Conditions.

Applicable Law means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, the common law and the law of equity, any binding court order, judgement or decree, any applicable guidance, direction, policy, rule or order that is given by any regulatory body in any jurisdiction applicable to this Agreement each as in force or as may be amended from time to time.

Artificial Intelligence or AI means any automated system, software, algorithm, or machine learning model utilised by Isentia or integrated within the Services to perform tasks that typically require human cognitive function, including but not limited to: natural language processing, automated text generation, data extraction, sentiment analysis, machine translation, predictive analytics, image and facial recognition and data categorisation.

Consumer Law means, in Australia, Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and corresponding provisions of the *Fair Trading Acts* of each State and Territory in Australia and, outside Australia, any similar Applicable Law in the Location.

Business Ethics Laws means any Applicable Law in the Location relating to the conduct of business including but not limited to applicable anti - bribery and anti - corruptions laws and Consumer Laws.

Brief means the Media Brief and/or Insights Brief as the case may be.

CA means the Client Agreement setting out the Services to be provided by Isentia to the Client.

Client means the client whose name appears on the CA.

Client Content means any data, video, graphics, information, statements, or other material that is inputted by or on behalf of the Client or a User during their use of the Pulsar Services.

Client Data means the personal data processed in the course of provision of the Services.

Client Material means any material or content provided to Isentia by or on behalf of the Client in connection with the Services or the Agreement.

Confidential Information means any information relating to the business of the disclosing party which is not publicly available including, but not limited to, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing party.

Core Profiles means a single social media account that is actively tracked by the Pulsar Core software. The social media account may be from any one of the following platforms: Twitter, Facebook, Instagram, YouTube, LinkedIn or Google Analytics. Any additional platforms may be agreed in the CA, where available.

Copyright Agency means, in Australia, the Copyright Agency Limited and, outside Australia, any applicable copyright licencing body.

Copyright Agency Downstream Licence means, in Australia, the licence offered by Copyright Agency for the downstream use of print Works licensed by Copyright Agency, which are available from the Copyright Agency website at https://www.copyright.com.au/licences-permission/media-monitoring/information-mmo-customers/ and, outside Australia, any downstream licence conditions applicable to the Works.

Daily Briefings means the daily briefings services outlined in the CA.

Data and Content Services means the data and content services detailed in the CA including but not limited to media and social intelligence services.

Data Protection Law means mean any Applicable Law in the Location relating to the processing, privacy, and use of personal data, as applicable to the receipt and provision of the Services.

Force Majeure Event means any flood, storm or other natural disaster, fire, labour dispute, war, riot or terrorism, act of God, act of government or state, communications or equipment failure or any other circumstances beyond Isentia's control.

Generative Artificial Intelligence or Generative AI means any Artificial Intelligence system, model, or algorithm including but not limited to large language models (LLM) that are designed or used to generate, create, or synthesize new, distinct content, including text summaries, analytical reports, translations, audio or visual assets, based on the prompts, instructions or data inputs provided to it.

Initial Term means the initial term of the Agreement as set out in the CA.

Inflation Rate means in Australia the Consumer Price Index Weighted Average All Groups published quarterly by the Australian Bureau of Statistics at https://www.abs.gov.au/statistics/economy/price-indexes-and-inflation/consumer-price-index-australia/latest-release, in New Zealand the Consumer Price Index published by Stats New Zealand at https://www.stats.govt.nz/indicators/consumers-price-index-cpi/, and in all locations outside Australia and New Zealand, the applicable inflation rate for that Location published by the Asian Development Bank at https://data.adb.org/dataset/inflation-rate-asia-and-pacific-asian-development-outlook.

Insights and Reporting Services means the research and insights services detailed in the CA including but not limited to Insights Reports and Daily Briefings.

Insights Brief means the instructions for Insights Reports provided by the Client and confirmed by Isentia.

Insights Reports means analysis reports, daily briefings or other value-added services provided by Isentia.

Intellectual Property Rights means all intellectual property rights, including the following rights: (a) copyright, patents, rights in circuit layouts, trademarks, designs, trade secrets, know-how, and any right to have confidential information kept confidential. (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist; whether or not such rights are registered or capable of being registered.

Isentia means the Isentia entity specified on the CA and if no entity specified in the CA means Isentia Pty Limited ACN 002 533 851;

Isentia Background Material means all content, software, materials, documents, media, works, property and know-how owned or developed by Isentia prior to the Agreement or independent of the Services.

Isentia Services Material means materials developed by Isentia in providing the Services and expressly detailed in the CA which may include Insights Reports or Pulsar Research but which excludes Client Material, Isentia Background Material, and Third Party Material.

Isentia Contact means the account management team responsible for the Client as set out in the CA or advised by Isentia from time to time.

Isentia Terms and Conditions means these terms and conditions.

Location means the location of the registered office of the Isentia entity entering the Agreement.

Media Brief means for the purpose of media monitoring Services, the keyword, scope, search conditions and other instructions provided by the Client and confirmed by Isentia.

Media Coverage List means the list of sources analysed by Isentia as that list is updated from time to time.

Mention means a single piece of content, which can be a post or an article that Isentia collects into a Client's Search using Pulsar TRAC software. Such content can come from any of the various social media and online data sources covered by Isentia. A Mention, for example, can be a tweet, a retweet, a blog post, a comment on a blog post, a video post, a comment on a video post, a forum post, or a news article.

Modern Slavery Law means the *Modern Slavery Act* 2018 (Cth) and any equivalent law or regulation in the Location.

PR Agency means an organisation whose primary purpose is the provision of professional public relations or communications services to third party clients.

Project means, where specified in the CA, the fixed and specified scope of Service or Services to be supplied over a limited amount of time including but not limited to Insights Report projects or Data and Content Services supplied for less than 12 months.

Pulsar API Software means the Pulsar Application Programming Interface which allows clients to leverage data made available through the Pulsar TRAC software for their own web applications.

Pulsar CORE software means the channel analytics software system component of the Pulsar Services.

Pulsar Research means services which involve engagement of Isentia's professional services team for the purposes of producing reports which provide strategic insights into social media audience data as further detailed in a statement of work or CA.

Pulsar Services means the Pulsar services detailed in the CA.

Pulsar TRAC software means the Pulsar TRAC proprietary software system component of the Pulsar Services.

Pulsar TRENDS software means the Pulsar TRENDS proprietary software system component of the Pulsar Services.

Rate Limits means means the number of API calls an app or user can make within a given time period. The current Pulsar API Software rate limit is 5 requests per second. Each request returns a maximum of 100 results per page. These limits may be updated from time to time.

Renewal Term has the meaning given to that term in clause 4.2.

Search means a query which consists of filtering rules and other criteria that the Client creates using the Pulsar TRAC software. Each filtering rule contains specific clauses which can be a keyword, URL or panel of authors.

Services means the services specified in the CA or any other services supplied by Isentia to the Client.

Service Level means any specific level of service agreed by the parties in writing or, if no agreement, in accordance with any relevant Brief or the CA.

Start Date means the start date of the Services specified in the CA.

Statement of Work means any statement of work provided by Isentia to the Client describing the Services.

Subscription Services means the Isentia (or One Social) platform and media intelligence services detailed in the CA and, where applicable, the Pulsar platform and Pulsar services detailed in the CA.

Term means: (i) the Initial Term and any Renewal Term; and/or (ii) the duration of a Project (where applicable)**.**

Taxes include any taxes, levies, duties or similar local, state, federal government assessments of any nature assessable on the Services, including, for example goods and services taxes and value added taxes**.**

Third Party Costs means any fees or costs incurred by Isentia in relation to the provision of the Services and includes but is not limited to fees payable to the Copyright Agency Limited.

Third Party Material means any material from a third party made available as part of the Services including but not limited to Works.

Work means an item of media content published by a third party and delivered to the Client as part of the Services, including excerpts and transcripts of television and radio broadcasts and articles published in newspapers, magazines, periodicals and online.

Isentia Terms and Conditions

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