

Terms and Conditions

Effective Date: 01 March 2022

Company Details

DATA AND MARKET INTELLIGENCE PTY LTD

ABN: 91657678530

41 Merrilee Crescent

2086 Frenchs Forest NSW, Australia

Email: info@datareach.eu

1. Services

We provide business address data. Our products consist of verified data lists intended for business-to-business (B2B) use.

2. Pricing, Taxes and Payments

- All prices are listed in Australian Dollars (AUD), unless otherwise stated.
- For Australian customers: Prices are exclusive of Goods and Services Tax (GST) unless specified. If GST applies, it will be added to the invoice in accordance with Australian tax law.
- For customers outside Australia: Prices are generally exclusive of Value Added Tax (VAT). Unless we hold a VAT registration in your jurisdiction, no VAT will be charged. Where applicable, customers are responsible for self-assessing and paying VAT under the "reverse charge" mechanism or equivalent local rules.
- Any additional local taxes, duties or import charges are the responsibility of the customer.
- Payment Terms: Unless otherwise agreed in writing, payment is due either (a) in advance before delivery of the data, or (b) on invoice within the payment period specified on the invoice (standard: 14 days net).
- We accept payments by bank transfer or other approved methods.

3. Delivery of Data

- Data is delivered electronically (by email or download link) after payment is received.
- Delivery times are estimates; delays may occur due to technical or external factors.

4. Licence and Use of Data

- Upon purchase, you are granted a non-exclusive, non-transferable licence to use the data for your internal business purposes only.
- You may not resell, redistribute, sublicense or otherwise provide the data to third parties without our written consent.
- You agree to comply with applicable laws, including data protection, privacy, marketing and spam regulations in your jurisdiction.
- We do not guarantee that the use of our data will comply with laws outside Australia; customers are responsible for ensuring legal use.

5. Accuracy and Updates

- We take reasonable steps to ensure our data is accurate and up to date.
- However, we do not guarantee 100% accuracy, completeness, or fitness for a particular purpose.
- The customer accepts that business addresses may change over time and that periodic updates may be necessary.

6. Refunds and Returns

- As our products are digital, we do not offer refunds or returns once data has been delivered, except as required under the Australian Consumer Law (ACL).
- If the product is defective (e.g. corrupted files, delivery errors), we will provide a replacement or refund as required by law.

7. Limitation of Liability

- To the maximum extent permitted by law, we exclude all liability for loss or damage (direct, indirect, consequential) arising from the use of our data.
- Our liability under the ACL is limited to resupplying the data or refunding the purchase price, at our option.

8. Intellectual Property

- All data, compilations, website content and materials remain our intellectual property.
- You are granted only the licence described in Section 4.

9. Confidentiality

- Any data, pricing, or communications provided to you are confidential and may not be disclosed without our consent.

10. Governing Law

These Terms are governed by the laws of New South Wales, Australia. Any disputes shall be subject to the exclusive jurisdiction of the courts of New South Wales.

11. Amendments

We may amend these Terms from time to time. The updated Terms will be posted on our website with the effective date. Continued use of our services after such updates constitutes acceptance.

12. Contact

If you have any questions about these Terms, please contact:

DATA AND MARKET INTELLIGENCE PTY LTD

Email: info@datareach.eu