

# UNFOLD CREDIT TERMS AND CONDITIONS

## 1. Definitions

In these terms and conditions (**Terms**):

**Applicant** means the customer or partner applying for credit.

**Unfold** means Unfold Technology Pty Ltd (ABN 75687012586) and its related entities.

**Credit Facility** means the approved trading account or credit limit granted by the Unfold to the Applicant.

**Products** means the Supplier's software-as-a-service (SaaS) or other products, licences, subscriptions and related professional and support services.

## 2. Application and acceptance

- 2.1. These Terms apply to all supplies of Products by the Unfold to the Applicant on credit.
- 2.2. Unfold may approve, vary, suspend or cancel a Credit Facility at its absolute discretion.
- 2.3. The Applicant warrants that all information provided in its credit application is true, complete and not misleading.
- 2.4. These Terms form part of the agreement between the Unfold and the Applicant along with the **Partner Terms**. To the extent of any inconsistency the Partner Terms will prevail.

## 3. Credit limit and payment terms

- 3.1. Unfold may specify the Applicant's credit limit and payment terms.
- 3.2. All invoices must be paid by the Applicant in full without set-off or deduction.
- 3.3. Any disputed amounts should be notified to Unfold in accordance with the process set out in the Partner Terms.
- 3.4. Unfold may charge interest on overdue amounts at 12% per annum (or, if lower, the maximum rate permitted by law), calculated daily from the due date and payable on demand.

## 4. Default and termination

- 4.1. An Event of Default occurs if the Applicant:
  - 4.1.1. fails to pay any amount when due;
  - 4.1.2. exceeds its credit limit;
  - 4.1.3. becomes insolvent, is subject to external administration, or ceases to trade; or
  - 4.1.4. breaches any other material obligation under these Terms, the Partner Terms or the Platform Terms.
- 4.2. Upon default, all outstanding amounts become immediately due and payable, and Unfold may:
  - 4.2.1. suspend or terminate the Credit Facility;
  - 4.2.2. suspend or terminate the Applicant's access to the Platform; and/or
  - 4.2.3. suspend or terminate the Applicant's access to the Products.

- 4.3. Termination of the Credit Facility does not affect the Applicant's liability for amounts accrued prior to termination.
- 4.4. The Applicant must pay the Unfold all reasonable costs actually incurred relating to collection and enforcement.

## 5. Director's guarantee and indemnity

- 5.1. If the Applicant is a company, Unfold may at its discretion require one or more directors to execute a Director's Guarantee and Indemnity guaranteeing the Applicant's obligations under these Terms.

## 6. Privacy and credit checks

- 6.1. The Applicant authorises Unfold to obtain credit reports, trade references and other information from credit reporting agencies and third parties regarding the Applicant for the purpose of assessing and managing the Applicant's Credit Facility.
- 6.2. The Applicant consents to the collection, use and disclosure of personal information in accordance with the Unfold's **Privacy Policy** at <https://www.unfold.technology/legal/privacypolicy> and the *Privacy Act 1988 (Cth)*.

## 7. Limitation of liability

- 7.1. Unfold's maximum aggregate liability to you for any loss or damage or injury arising out of or in connection with the performance or non-performance of Unfold's obligations under these Terms is limited to re-performing any credit-administration process or the reissue of an invoice.
- 7.2. Nothing in these Terms limits or excludes liability where liability cannot be limited or excluded by applicable law.
- 7.3. Unfold will not be liable, whether in contract, tort or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any:
  - 7.3.1. loss of profits;
  - 7.3.2. loss of sales or business;
  - 7.3.3. loss of agreements or contracts;
  - 7.3.4. loss of business opportunity;
  - 7.3.5. loss of anticipated savings;
  - 7.3.6. loss of or damage to goodwill or reputation.

## 8. Governing law and jurisdiction

- 8.1. These Terms are governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales.

## 9. Acknowledgement

- 9.1. By submitting a credit application or purchasing Products on credit, the Applicant acknowledges and agrees to be bound by these Terms.