



Terms and Conditions

1. Definitions

ACL means the Australian Consumer Law.

Act means the Corporations Act 2001 (Cth).

Easy Choice means the program operated by APEX DIRECT Pty Ltd (ACN 608 845 049) and its successors and assigns.

You mean the individual acquiring the Membership on these Terms.

Member means the individual who has entered into these Terms.

Membership means the on-going Easy Choice customer benefit program.

Membership Fee means **\$0 including GST**.

GST has the meaning given to that term in the GST Law.

Insolvency Event means, for a person, being in liquidation or provisional liquidation or administration, having a controller (defined in the Act) or similar appointed to it or its property, being taken under s459F(1) of the Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or becoming incapable of managing its affairs for any reason, taking any step that could result in becoming insolvent under administration (defined in the Act), entering a compromise or arrangement with, or assignment for the benefit of, its members, creditors or any analogous event.

Privacy Policy means the Easy Choice privacy policy which is available by emailing:

apex.compliance@apexalliance.com.au

Terms means these terms of trade for the provision of the Goods.

2. General

1. Membership is governed in accordance with these Terms.
2. Easy Choice agrees to sell the Membership to you and you agree to purchase the Membership for the Membership Fee on the Terms.
3. These Terms will incorporate these terms and the Privacy Policy and will prevail over any inconsistent terms in any other documents unless otherwise agreed by Easy Choice in writing.

4. All Members of Easy Choice must be a minimum of 18 years of age.
5. The price of the Membership will be the Membership Fee.
6. The Membership Fee is quoted in Australian Dollars.

3. Membership

1. Members have the opportunity to access Easy Choice's full database of varied clients and their associated savings, discounts and market offers including the chance to identify and review various exciting and valuable offers, products and services available.
2. Easy Choice representatives will collect the following information from you:
 - title;
 - full name;
 - mobile and home phone number;
 - email address;
 - date of birth;
 - postal address;
 - date and time of future scheduled appointment;
 - date and time of initial contact; and
 - which products you are interested in.
3. Easy Choice representatives may contact you by phone, email or post in order to:
 - inform Members about various Membership options;
 - market goods and services;
 - inform Members about the option to renew your Membership; and
 - inform Members special offers that are available to Members,unless you contact Easy Choice on apex.compliance@apexalliance.com.au to opt out of these communications.



3. Easy Choice is entitled to vary these Terms at any time by giving you 14 day's prior written notice.

You must not assign your benefits or novate your obligations under these Terms without the prior written consent of Easy Choice in writing. Easy Choice may assign its rights and novate its obligations under these Terms to another person without your consent.

4. GST

1. The Membership Fee stated in these Terms is inclusive of GST.
2. In addition to the price for the Membership, you must pay to Easy Choice an amount equal to any GST you must pay for any supply by Easy Choice under these Terms.
3. You must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as you pay the price for the Membership.
4. You indemnify Easy Choice for any loss that Easy Choice may incur as a result of the incorrect payment or non payment of any GST and associated fees or penalties.
5. If Easy Choice becomes liable for any penalties or interest as a result of a late payment of GST, where that late payment is as a direct result of your failure to comply with this clause 9, you must pay to Easy Choice an additional amount on demand equal to the amount of those penalties and interest.

5. Privacy

1. Easy Choice will collect information in relation to you, for the purpose of providing the Goods to you in accordance with these Terms, and in accordance with the laws relating to the collection and disclosure of personal information under the *Privacy Act 1998* (Cth) as amended from time to time.

6. General

1. Any right that Easy Choice may have under these Terms is in addition to, and does not replace or limit, any other right that Easy Choice may have.
2. Any provision of these Terms which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make these Terms enforceable, unless this would materially change the intended effect of these Terms.

These Terms constitute the entire agreement between you and Easy Choice and supersede all prior representations, contracts, statements and understandings, whether verbal or in writing. All other terms and conditions are excluded to the fullest extent permitted by law including any terms and conditions which you may from time to time seek to impose.

4. These Terms will be governed by and construed in accordance with the laws in force in Victoria, Australia.
5. Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, Australia, and any court that may hear appeals from any of those courts, for any proceedings in connection with these Terms, and waives any right it might have to claim that those courts are an inconvenient forum.
6. A right of Easy Choice may only be waived in writing, signed by Easy Choice. No other conduct of Easy Choice (including a failure to exercise, or delay in exercising, the right) operates as a waiver or prevents the exercise of the right. A waiver of a right by Easy Choice on one or more occasions does not operate as a waiver of that right if it arises again. The exercise of a right by Easy Choice does not prevent any further exercise of that right or of any other right.