

Frank News Global (franknews.global/terms-of-use)

# Frank Licence and Terms of Use

### A. Preamble

## 1. Welcome

- 1.1 Welcome to Frank, a news website operated by Pagemasters Pty Ltd (**Pagemasters**) on behalf of UBT Holdings Limited (**UBT**) and incorporating text and multimedia owned or licenced by Pagemasters (**Pagemasters Materials**) and content provided by UBT (**UBT Materials**) (together, **Frank**).
- 1.2 You are entering into this Licence with Pagemasters because you wish to access Frank. We have set out below the licence and terms of use of Frank (**Licence**). In this document, "we" means Pagemasters Pty Ltd ABN 24 050 545 045, a fully owned subsidiary of Australian company Mediality Pty Ltd. Pagemasters is entitled to use the benefit of this Licence for its affiliates, agents, sub-contractors, third party suppliers and the Mediality Group. The term "you" or "your" refers to the company or person that subscribers to or uses Frank.

## B. Licence

## 2. Legally binding

You acknowledge that you have read this Licence, understood it and had the opportunity to obtain legal advice before subscribing. By subscribing, you entered into a legally binding agreement with Pagemasters on the terms of this Licence.

## 3. Term

This Licence comes into effect on the date you subscribe and continues until terminated by either party in accordance with this Licence.

### 4. Access to Frank

- 4.1 For the duration of this Licence, Pagemasters grants you a non-exclusive, non-transferable licence to access and use Frank for the Permitted Use only.
- 4.2 From time to time, Pagemasters may add, vary, or remove features or functionality of Frank. For mobile applications, you may need to install a new or updated version before they receive the benefit of those changes.
- 4.3 Frank may be accessed throughout Australia and overseas. If you access Frank from outside Australia, you do so at your own risk and are responsible for complying with all local laws. We do not represent that content available on or through Frank is appropriate for use or available in other locations.

### 5. Your account

5.1 You must set up an account with Pagemasters in order to access Frank. You warrant that the information provided by you in setting up the account is true, accurate, current and complete, and you agree to maintain and promptly update any changes to their account information.



- 5.2 Pagemasters reserves the right, at its sole discretion, to refuse your registration, or cancel accounts Pagemasters deems inappropriate.
- 5.3 You may upgrade or downgrade your account at any time by following the prompts when you are logged into your account. You will implement commercially reasonable means to ensure that Frank is only accessed by Authorised Users. You will ensure that the number of Authorised Users who access Frank does not exceed the number specified when you created your account or any other number agreed by Pagemasters at any time.
- 5.4 If you downgrade your account:
- (a) the downgrade will become effective at the start of the next month's billing cycle if you have selected a monthly subscription or at the start of the next calendar year if you have selected an annual subscription;
- (b) no refunds will be paid in respect of any unused portion of any higher account offering; and
- (c) you may lose data, content, features or capacity of their account and you acknowledge and agree that subject to clause 10.6 and Your Consumer Rights Pagemasters is not liable for such loss.
- 5.5 If you upgrade your account:
- (a) the upgrade will become effective upon payment of the relevant Charges;
- (b) any Charges you paid in advance will be credited to the new upgraded account; and
- (c) unless otherwise agreed, Pagemasters will charge your credit card for any net amount due as a result of the upgrade and your account renewal date will be reset to the next available billing day.

## 6. Charges

- 6.1 In consideration of you accessing Frank, you must pay Pagemasters the Charges, either monthly or annually in advance. All Charges are subject to change at any time, and it is your responsibility to review the Pricing Schedule from time to time. New Charges will become effective at the start of the next billing cycle.
- 6.2 Unless otherwise agreed, the Charges must be paid with a valid credit card. If Pagemasters is unable to effect automatic payment of the Charges via your credit card, you will be notified via email and Pagemasters reserves the right to, without liability to you, to suspend your access to and/or use of Frank until the relevant Charges (and interest) are paid.
- 6.3 Late payments carry annual interest at the business overdraft rate charged by Pagemasters' principal Australian bankers from the due date to the date of payment, calculated on a daily basis.

## 7. Intellectual property

- 7.1 Nothing in this Licence will operate to transfer or grant to you any licence, intellectual property rights or the right to use Frank, except those rights expressly given under this Licence. Pagemasters retains all rights not expressly transferred or granted to you.
- 7.2 You acknowledge and agree that:
- (a) all intellectual property rights in the Pagemasters Materials, Frank (excluding the UBT Materials) are owned or licenced by Pagemasters, or Pagemasters' third party suppliers, at all times (**Pagemasters IP**) and all intellectual property rights in the UBT Materials are owned by UBT at all times (**UBT IP**) and you agree not to challenge or do anything inconsistent with such ownership; and
- (b) you do not have any rights to Pagemasters IP or UBT IP except those granted under this Licence.



7.3 You warrant that you own, or are authorised to use, the intellectual property rights in any data you wish to submit to Frank (such data must be first prior approved by Pagemasters and/or UBT) and you indemnify Pagemasters against any loss or damage Pagemasters incurs arising from such data. You grant Pagemasters an irrevocable, royalty-free licence to use your intellectual property rights for the purpose of uploading that data (where applicable) to Frank.

### 7.4 You must:

- (a) not remove, conceal or obliterate any copyright or other proprietary notice included in Frank;
- (b) not (and must ensure Authorised Users do not):
  - (i) reproduce, distribute, transmit, publish or otherwise transfer, or commercially exploit the Pagemasters IP, or provide copies of the Pagemasters IP to third parties;
  - (ii) make any copies or derivatives or modify or communicate or publish any of the Pagemasters IP;
  - (iii) enhance, customise or otherwise modify the Pagemasters IP;
  - (iv) use or permit the use of Frank in any way that compromises the integrity of the Frank or which infringes any intellectual property or other rights or interests of Pagemasters;
- (c) also ensure that Authorised Users observe and comply without delay with all instructions from Pagemasters regarding corrections to or instructions not to access, use or otherwise of items from Frank. You must also, and must ensure that Authorised Users also, comply with warnings, notices or instructions presented in or accompanying any part of Frank.

### 8. Your obligations

- 8.1 You are responsible for:
- (a) all activity that results from use of Frank through your account (including the Activity of Authorised Users), unless such activity arises from Pagemasters' negligence, wilful misconduct, or breach of its obligations under this Licence;
- (b) maintaining the security of your account, username, passwords, and files and for all uses of the account and of Frank in your name including; and
- (c) all content, materials, and information that you request that Pagemasters uploads and/or transmits or uses relating to Frank, and backing-up such content, materials and information.
- 8.2 If you suffer any loss in connection with Frank, you must take all reasonable steps to minimise your loss, including notifying Pagemasters without delay if there are steps Pagemasters can take to help minimise your loss.

### 9. Acknowledgements, warranties and indemnities by You

- 9.1 You acknowledge and agree that:
- (a) in order to use all features of Frank, you require the latest version of a modern browser such as Firefox, Safari or Google Chrome and a stable connection to the Internet. Internet Explorer is not supported. Frank may work in a limited manner otherwise but is optimised for use on modern browsers;
- (b) the operation and availability of the system used for accessing Frank can be unpredictable and that down-time of Frank, either scheduled or unscheduled, may occur from time to time. Subject to clause 10.6 and the Your Consumer Rights, Pagemasters will not be liable for the consequences of any down-time;



- (c) Pagemasters does not guarantee that Frank will be free from viruses or other conditions which could damage or interfere with data, hardware or software with which they might be used. Subject to clause 10.6 and Your Consumer Rights, you acknowledge that you assume all risk of use of all programs and files associated with Frank, and you will not hold Pagemasters liable for any loss, damage or liability arising from such use;
- (d) Frank may contain materials produced or provided by third parties (including UBT Materials and content from Information Sources) or you may access links to third party websites through Frank. By accessing such content, you acknowledge and agree that:
  - (i) use of such third party websites or content may be subject to terms and conditions of the third party;
  - (ii) Pagemasters does not represent, endorse or warrant the accuracy, quality, reliability or nature of the content of any linked website whatsoever and you access such third party websites or content at your own risk; and
  - (iii) subject to clause 10.6 and Your Consumer Rights, Pagemasters is not liable for any:
    - (A) content uploaded to, accessed via, and/or sold or made available through Frank, whether by Pagemasters or any third party; or
    - (B) losses, damages or other liabilities incurred as a result of your use of any third party websites or content accessed through Frank
- (e) Frank is provided on an 'as is' and 'as available' basis and your use of Frank is at your sole risk. Subject to clause 10.6 and Your Consumer Rights, under no circumstances will Pagemasters, or any of its officers, representatives or personnel, be liable to you, your Authorised Users or any third person for any loss or damage (including direct, indirect exemplary, special, incidental, cover, reliance or consequential damages, loss of profits or revenue, business interruption, loss of data, business opportunities, business interruption or personal injury), arising out of or in connection with Frank; and
- (f) Pagemasters may use third party suppliers to provide hardware, software, networking, connectivity, storage and other technology to Frank and that Frank may be subject to limitations, delays and other problems inherent in the use of such services. The delays, problems, acts and omissions of those third party suppliers are outside of Pagemasters' control and Pagemasters does not accept any liability for any loss or damage suffered as a result.
- 9.2 You warrant that:
- (a) You will, and will ensure that your Authorised Users, comply with all applicable laws when using Frank;
- (b) You will not and will ensure that your Authorised Users do not violate or attempt to violate the security of Frank;
- (c) You will not and will ensure that your Authorised Users do not use Frank to send or make available any unsolicited or unauthorised advertising, solicitations or promotional materials;
- (d) You will not and will ensure that your Authorised Users do not impersonate any person or entity or otherwise misrepresent themselves or enter into any fraudulent activities;
- (e) You will not and will ensure that your Authorised Users do not hack into Frank, other websites, Pagemasters' computer systems or the computer systems of other users of Frank. Hacking includes unauthorised access, malicious damage and/or interference and includes mail bombing, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast



attacks or any other method designed to damage or interfere with the operation of a computer system or website; and

- (f) You will not, and will ensure that Authorised Users do not, use Frank to store, distribute or publish racist, abusive, discriminatory, defamatory or sexual content, content glorifying violence or other illegal content in violation of any applicable laws, content that Pagemasters deems inappropriate in its sole discretion, or content that infringes the intellectual property rights or other rights of any third party.
- 9.3 You indemnify, defend, release and hold harmless Pagemasters for and against all loss and damage incurred by Pagemasters and any third parties arising directly or indirectly from, or in connection with, your account, your use of Frank, any breach of this Licence, your use of third party websites linked through Frank and any content you submits via Frank (including third party claims for infringement of intellectual property rights or other rights).
- 9.4 Where any claims or legal actions of a third party are made or commenced against you by any third party howsoever arising, you:
- (a) acknowledge and agree that Pagemasters will have no liability in respect of any such claims or legal actions or any expenses or damages suffered or incurred by You as a result of such claims or legal actions being commenced; and
- (b) waives and releases Pagemasters from any liability in respect of such claims or legal actions.
- 9.5 In respect of any UBT Materials are included in Frank, you:
- (a) acknowledge and agree that Pagemasters will have no liability in respect of any claims or legal actions or any expenses or damages suffered or incurred by you as a result of the use, display or inclusion of the UBT Materials; and
- (b) waives and releases Pagemasters from any liability in respect of such claims or legal actions or expenses and damages.
- 9.6 You agree that clause 10.5 is enforceable by and for the benefit of Pagemasters, the Mediality Group and third party suppliers (including, without limitation, Information Sources).

## 10. Liability

- 10.1 Subject to clause 10.6 and Your Consumer Rights, Pagemasters does not warrant that:
- (a) Frank will meet your specific requirements;
- (b) Frank will be correct, accurate, appropriate, reliable, timely, secure, uninterrupted or error-free;
- (c) the quality of any products, services, information or other material purchased or obtained by you through Frank will meet your expectations; or
- (d) any errors in Frank will be corrected.
- 10.2 Subject to clause 10.6 and Your Consumer Rights, Pagemasters excludes all terms, conditions, representations and warranties either that may be implied in the Documents, statutory or otherwise, relating to the provision of Frank.
- 10.3 To the extent permitted by law, Pagemasters excludes liability to you and your officers, directors, employees, contractors, clients, agents and suppliers for:



- (a) the acts or omissions of any third party and all Third Party Services associated with Frank or the Publish Platform (including any interruptions, errors or faults in such Third Party Services);
- (b) any interruptions, delays, errors or faults in Frank or the Publish Platform that are caused by the acts or omissions of you or your officers, directors, employees, contractors, clients, agents and suppliers, including where you use third party software in conjunction with, or integrated with, Frank or the Publish Platform;
- (c) any loss of business opportunity, loss of profits and loss of data (in each case whether such loss is direct or indirect); and
- (d) any Consequential Loss arising in connection with the Documents.
- 10.4 Pagemasters makes no representation that Frank or the Publish Platform will be uninterrupted or free from defects, delays, faults or errors. Pagemasters will not be responsible for any Loss that may arise from interruptions, delays, faults or errors in Frank or the Publish Platform.
- 10.5 If Pagemasters is found to be liable to you for any loss or damage, then subject to clause 10.6 and the Your Consumer Rights, Pagemasters' maximum aggregate liability in connection with the Documents and Frank, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, is limited to the resupply or rectification of Frank, but in no event will Pagemasters' liability exceed the Charges paid by the you to Pagemasters in the three (3) months prior to the date upon which your claim arose. You agree that Pagemasters' liability to you will be reduced by the extent to which Pagemasters contributed to the loss.
- 10.6 If any consumer guarantee under the Australian Consumer Law applies to Pagemasters' supply of Frank:
- (a) the limitations of liability in clauses 5.4(c), 9.1(b), 9.1(c), 9.1(d)(iii), 9.1(f), 10.1, 10.2, 10.5, 12.6(b), 12.6(c) and 12.8 do not apply to any liability Pagemasters' has for failure to comply with a consumer guarantee; and
- (b) Pagemasters' liability for any loss, cost, liability or damage, however caused (including by negligence) suffered or incurred by you because of the failure to comply with any consumer guarantee is limited to Pagemasters' (at its election):
  - (i) re-supplying Frank or supplying services equivalent to Frank; or
  - (ii) paying the cost of re-supplying Frank or supplying services equivalent to Frank.
- 10.7 You agree that this clause 10 is enforceable by and for the benefit of Pagemasters, the Mediality Group and their third party suppliers.

# 11. Privacy and confidentiality

- 11.1 Please read our Privacy Policy (at <u>mdt.link/privacy</u>) for detailed information about how Pagemasters uses your personal information when you use Frank.
- 11.2 In addition to the specific provisions of the Privacy Policy, you consent to:
- (a) Pagemasters collecting, holding, using and disclosing your personal information for the purposes of Pagemasters' customer relationship management system, HubSpot; and
- (b) Pagemasters collecting, holding, using and disclosing your personal information in accordance with the Pagemasters Publish Privacy Policy.



- 11.3 Pagemasters may use your account information and any technical information about your use of Frank to tailor the user experience of, or to facilitate the use of, Frank for your, to send you newsletters or to communicate with you, in accordance with the Privacy Policy.
- 11.4 Pagemasters will not use any of your information for any other purposes other than those related to Frank and to the extent that Pagemasters has your consent to use the relevant information.
- 11.5 Your consent to Pagemasters, on an ongoing basis, sending you emails informing you about Frank and other services Pagemasters or Mediality may offer. You can withdraw this consent and choose not to receive marketing information from Pagemasters by contacting Pagemasters.
- 11.6 All information relating to Frank that could reasonably be considered by its nature to be confidential will be treated by you as confidential unless Pagemasters' gives its permission for you to use the information, or the information is in the public domain otherwise than by a breach of the Documents.
- 11.7 You agree to notify Pagemasters immediately if you become aware that any person may have unauthorised knowledge, access to, or use of Frank.

#### 12. Termination

- 12.1 Pagemasters may terminate the Documents at any time and with immediate effect by giving notice to vou.
- 12.2 Without limiting clause 13.3, Pagemasters may terminate your access to Frank and this Licence at any time and with immediate effect by giving notice to you.
- 12.3 You may terminate this Licence at any time by giving notice to Pagemasters.
- 12.4 Termination by you under clause 13.3 will take effect at the end of your pre-paid billing period.
- 12.5 If the Licence is terminated by either party in accordance with its terms then:
- (a) you must immediately cease using Frank; and
- (b) each party retains the rights, remedies and powers it has in connection with any past breach or claim that has arisen before the termination of this Licence.
- 12.6 If your account is cancelled or terminated for any reason:
- (a) your account will be deactivated or deleted and your data may be deleted from Pagemasters' systems within thirty (30) days after the date of cancellation;
- (b) subject to clause 10.6 and the Your Consumer Rights, you will not be entitled to any refund of Charges paid in advance;
- (c) subject to clause 10.6 and Your Consumer Rights, your content and data cannot be recovered;
- (d) any statutory retention requirements with respect to the your data or information remain your responsibility; and
- (e) all clauses of this Licence which by their nature should survive termination will survive termination, including, clauses about ownership of intellectual property, warranties, disclaimers and limitations of liability.
- 12.7 Pagemasters reserve the right to monitor any and all content and your use of Frank. Pagemasters may, in its sole discretion, remove any content and/or suspend or terminate your use of Frank for any reason (including any alleged breach of any term of this Licence), and subject to clause 10.6 and Your Consumer Rights, you are not entitled to any refund or credit relating to such removal, suspension or termination.



#### 13. General

### 13.1 GST and Tax

- (a) Unless GST is expressly included, the consideration to be paid or provided under Licence for any supply made under or in connection with Licence does not include GST or any other taxes that may be applied. To the extent that any supply made under or in connection with the Licence is a taxable supply, the GST-exclusive consideration otherwise to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time and in the same manner as the GST-exclusive consideration is otherwise to be paid or provided. A party's right to payment is subject to a valid tax invoice being delivered to the recipient of the taxable supply.
- (b) If you are required by any law or regulation to make any deduction or withholding from any payment to Pagemasters, you must provide to Pagemasters the certificate of the payment of such deductions or withholding from the Inland Revenue or any other relevant equivalent revenue authority and prepare an Non-Resident Withholding Tax withholding certificate for Pagemasters no later than 14 working days before the end of the payer's tax year end.

#### 13.2 Notices

Each communication in connection with the Licence has no legal effect unless it is in writing. Each party agrees to receive notices at its address, facsimile number and email address (as amended with notice from time to time) for: Pagemasters - Managing Director, Pagemasters, 2 Holt St, Surry Hills, NSW 2010, Australia. Email: hello@franknews.global; with a copy to: Email: support@pagemasters.com.au and for you: your name, address and contact details that were provided to Pagemasters upon the commencement of this Licence.

## 13.3 Force majeure

Pagemasters will not be in breach of this Licence and will not be liable to you for delay or failure to perform an obligation due to a Force Majeure Event.

## 13.4 Variation

Pagemasters may change this Licence at any time. If Pagemasters changes this Licence, the new Licence or will appear on Frank. You are responsible for checking Frank regularly for any new Licence. Using Frank after any changes are made to this Licence means you agree to the new Licence. If you do not agree to the new Licence, you must stop using Frank.

## 13.5 Assignment

You may not assign or otherwise deal with its rights, obligations or remedies under this Licence without the prior written consent of Pagemasters.

## 13.6 Severability

If any term or provision of the Licence is held by a court to be illegal, invalid or unenforceable under the applicable law, that term or provision will be severed and the remaining terms and conditions will be unaffected.

## 13.7 Survival of obligations after termination

Termination of any of the Documents does not relieve any party from that party's obligations under clauses 8, 9,10, 11, 12 and 13.

### 13.8 Entire agreement



### This Licence:

- (a) Is the entire agreement and understanding between the parties on everything connected with their subject matter; and
- (b) supersede any prior agreement or understanding on anything connected with that subject matter.
- 13.9 Governing law and jurisdiction

The law of New South Wales governs this Licence. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

#### 14. Definitions

In this Licence, the following words have these meanings unless the contrary intention appears:

- 14.1 Mediality means Mediality Pty Ltd Australian Business Number 88 006 180 801.
- 14.2 Mediality Group means Mediality and each Related Body Corporate of Mediality.
- 14.3 **Applicable Laws** means all laws, directions, codes, regulations, rules and requirements in relation to, or having application to Frank.
- 14.4 **Authorised User** means any person accessing Frank by entering a user name and password associated with You.
- 14.5 Charges means the charges set out in the Pricing Schedule in respect of Frank.
- 14.6 **Consequential Loss** means any Loss that does not arise naturally in the ordinary course of things from the event or circumstance giving rise to the Loss.
- 14.7 **Deed of Alliance** means the Deed of Alliance between Pagemasters Pty Limited and UBT Canada.
- 14.8 **Force Majeure Event** means any cause beyond a party's reasonable control, such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, industrial disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of online services).
- 14.9 **GST** has the meaning given in the Australian *A New Tax System (Goods & Services Tax) Act 1999 (Cth).*
- 14.10 Information Source means a supplier of materials and content to Pagemasters for use in Frank.
- 14.11 Licence means this document including any schedule or annexure to it.
- 14.12 **Loss** means any judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity or otherwise.
- 14.13 Pagemasters means Pagemasters Pty Ltd Australian Business Number 24 050 545 045.
- 14.14 Publish Platform means the Pagemasters Publish Platform owned by Pagemasters.
- 14.15 **Pagemasters Materials** has the meaning given in clause 1.1 of this Licence.
- 14.16 Pricing Schedule means the schedule of prices available at franknews.global/signup.



- 14.17 **Privacy Policy** means Mediality's Privacy Policy, which also applies in respect of Pagemasters, available at <a href="matter:mdt.link/privacy">mdt.link/privacy</a>
- 14.18 **Permitted Use** means solely for your internal personal use and not for modification, storage, copying, up or downloading, posting, transmission, republication, redistribution, redissemination, publication, broadcast, communication or exploitation (whether commercially or otherwise) by any person in any form using the internet or by any method whatsoever.
- 14.19 **Related Body Corporate** has the meaning given in section 9 of the Australian Corporations Act 2001 (Cth).
- 14.20 **Third Party Service** means a service or product forming part of Frank in respect of which Pagemasters' ability to provide you with the service is subject to an agreement Pagemasters has with a third party supplier.
- 14.21 **UBT Materials** means all materials supplied by or on behalf of UBT to Pagemasters under the Deed of Alliance or which UBT directs that Pagemasters obtain from any third party for the purposes of providing Frank to you.
- 14.22 You means the person or organisation who entered into this Licence with Pagemasters.
- 14.23 **Your Consumer Rights** means rights that you may have under any law (including in Australia, the Australian Consumer Law) which may not be excluded, restricted or modified by agreement.

## 15. Interpretation

In this Licence, the following applies, unless the contrary intention appears:

- 15.1 Reference to:
- (a) the singular includes the plural and the plural includes the singular;
- (b) any contract (including this Licence) or other instrument includes any variation or replacement of it;
- (c) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a person includes an individual, a firm, a body corporate, an unincorporated association or an authority;
- (e) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
- (f) a group of persons is a reference to any two or more of them taken together and to each of them individually;
- (g) a body which has been reconstituted or merged must be taken to be to the body as reconstituted or merged, and a body which has ceased to exist and the functions of which have been substantially taken over by another body must be taken to be to that other body;
- (h) time is a reference to Australian Eastern Standard Time (AEST);
- (i) a day or a month means a calendar day or calendar month;
- (j) money (including "\$") refers to the currency quoted to you at the time you entered this Licence which may be Australian dollars, US dollars or Canadian dollars; and



- (k) anything (including any amount or any provision of this Licence) is a reference to the whole and each part of it and a reference to a group of persons is a reference to any one or more of them.
- 15.2 An obligation, representation or warranty on the part of or in favour of more than one person binds or is for the benefit of each of them separately and all of them jointly.
- 15.3 No party enters into this Licence as agent for any other person (or otherwise on their behalf or for their benefit) or as a trustee. A party which is a trustee is bound both personally and in its capacity as a trustee.
- 15.4 The meaning of any general language is not restricted by any accompanying example, and the words "includes", "including", "such as", "for example" or similar words are not words of limitation.
- 15.5 The word "costs" includes charges, expenses and legal costs.
- 15.6 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 15.7 Headings and the table of contents are for convenience only and do not form part of this Licence or affect its interpretation.
- 15.8 If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- 15.9 Where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.
- 15.10 If an act must be done on a specified day which is not a business day, the act must be done instead on the next business day.
- 15.11 A provision of this Licence must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this Licence or the inclusion of the provision in this Licence.

## Cancellation

# How to cancel a subscription

Paid subscriptions can be cancelled by a user at any time by visiting the My Account page: <a href="https://www.franknews.global/user/edit-profile">https://www.franknews.global/user/edit-profile</a> and clicking Cancel Subscription.

Cancellations should be made at least one day before the next payment date shown in My Account.

For subscription queries, please email <a href="mailto:hello@franknews.global">hello@franknews.global</a>