INFO-TECH SYSTEMS INTEGRATORS PTY LTD
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Terms of Service for SaaS

Last modified: 13 March 2022

THE TERMS OF SERVICE AS HEREAFTER SET FORTH ("AGREEMENT") SETS OUT THE BASIS WHICH INFO-TECH SYSTEMS INTEGRATORS PTY LTD. (HEREAFTER KNOWN AS "INFO-TECH", "WE", "US" OR "OUR" AS THE CONTEXT REQUIRES) MAKES OUR APPLICATIONS AVAILABLE AT https://hrms.info-tech.com.au/Login.aspx OR THROUGH THE APP VERSIONS (COLLECTIVELY, THE "PLATFORM"). A REFERENCE TO THE "PLATFORM" INCLUDES BUT IS NOT LIMITED TO ANY FUNCTIONALITIES, SERVICES OR FEATURES OFFERED VIA OR IN CONNECTION WITH THE PLATFORM, INCLUDING THE SOFTWARE AS A SERVICE MODEL CLOUD HRMS SOLUTION SOFTWARE WHICH IS ACCESSIBLE AT https://hrms.info-tech.com.au/Login.aspx AND ANY RELATED SOFTWARE USED IN CONNECTION WITH THE PLATFORM, INCLUDING ANY REPORTS, RECORDS AND OTHER DELIVERABLES GENERATED THROUGH THE PLATFORM.

BY USING THE PLATFORM ON YOUR COMPUTER OR MOBILE DEVICE AND/OR CLICKING A BOX INDICATING YOUR ACCEPTANCE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

CERTAIN FUNCTIONALITIES, FEATURES OR SERVICES ON THE PLATFORM WILL ONLY BE ACCESSIBLE ON A SUBSCRIPTION BASIS, AND YOU MAY NEED TO EXECUTE AN OFFICIAL QUOTATION AND THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL BE INCORPORATED INTO THE QUOTATION. IN CASE OF ANY INCONSISTENCY, DISCREPANCY OR OMISSION BETWEEN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND ANY TERM AND CONDITION OF THE QUOTATION, THE TERMS AND CONDITIONS OF THE QUOTATION SHALL PREVAIL.

We may change this Agreement from time to time by posting amendments at the following URL: https://www.info-tech.com.au/terms.htm By you continuing to use the Platform after any such amendment, you agree to be bound by the Agreement as so amended.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO YOU, THE INDIVIDUAL, OR THE ENTITY YOU REPRESENT AND ITS AFFILIATES (AND, AS APPLICABLE, YOUR USERS). IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MUST NOT USE THE PLATFORM.

1. Your Use of the Platform

1.1 Subject always to your continuing compliance with the terms of this Agreement and payment of the relevant fees for the Platform, Info-Tech agrees to grant you and your authorised users a non-exclusive, non-sublicensable and non-transferable licence to use the Platform insofar as owned by or licensed through us on any compatible device owned by you during the term of this Agreement, and only for your internal business purposes, on and subject to the terms of this Agreement. All other rights not expressly granted to you are reserved by Info-Tech.

1.2 Use of the Platform is subject to the usage limits as set out in the relevant quotation. If you exceed the usage limit, you shall promptly notify Info-Tech and work with Info-Tech to promptly change your usage to comply with the limit. You agree and acknowledge that Info-Tech is entitled to invoice you for any usage exceeding the usage limit.

1.3 Access to some software components used in our Platform may be offered under third party licences as we may notify you of, in which case your use of those components is governed by such terms to the extent only of any inconsistency between this Agreement and those terms.

1.4 You undertake not to (and shall not, knowingly or otherwise, authorise, allow or assist any third party to):

a) reproduce, transfer, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Platform, use of the Platform, or access to the Platform;

b) modify or adapt the whole or any part of the Platform, or permit the Platform or any part of it to be combined with, or become incorporated in, any other application, programs or other platforms created by you;

c) decompile, reverse engineer or otherwise attempt to discover the source code of our Platform or any components thereof, except under any specific circumstances expressly permitted by law or by us in writing;

d) communicate, republish, upload, post, transmit, edit, re-use, rent, lease, loan, sell, assign, transfer, distribute, make available, license, sublicense or create derivative works or adaptations based on the whole or any part of the Platform;

e) use the Platform in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, or in contravention of any applicable law, including infringement of our intellectual property rights or those of any third party in relation to the Platform;

f) use the Platform in a way that could damage, disable, impair or compromise the Platform (or the systems or security of the Platform or any other computer systems or devices used in connection therewith) or interfere with other users or affect the reputation of Info-Tech;

g) use any automated process or service to access and/or use the Platform;

h) provide, distribute or share, or enable the provision, distribution or sharing of, the Platform (or any data associated therewith) with any third party;

i) reproduce, adapt, republish, translate, publish, display, communicate, hyperlink, post, transmit, broadcast, podcast, webcast, distribute, sell, trade or exploit the whole or any part of the Platform in any manner or by any means or stored in an information retrieval system except to the extent permitted and with our prior written permission and/or that of the relevant rights owner;

j) reproduce, display or otherwise provide access to the Platform on another website or server, for example through framing mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without our prior written permission; and

k) transmit or introduce any viruses, corrupted files, harmful elements, or any materials during the course of your use of the Platform that: (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (ii) facilitates illegal activity; (iii) promotes unlawful violence; or (iv) is otherwise illegal or causes damage or injury to any person or property, and we reserve the right, without liability to or

prejudice to our other rights against you, to disable your access to any material that breaches the provisions of this sub-Clause (k), or to terminate or suspend your access to the Platform.

1.5 You further undertake to:

a) at your sole responsibility and at your own cost:

i. obtain all necessary hardware, software and communications services necessary for your use of the Platform; and

ii. in the event where you subscribe to our on-premise software, install antivirus or other mobile security software to protect against any security or other vulnerabilities which may arise in connection with the use of such on-premise software;

b) comply with all applicable laws;

c) where applicable, be solely responsible for payment of all relevant Fees for the use of the Platform, and abide by all applicable payment terms as we may make known to you from time to time on our Platform; and

d) procure that your authorised users use the Platform in accordance with this Agreement. You shall be responsible to Info-Tech for any breach of this Agreement by any of your authorised users.

1.6 You acknowledge and agree that:

a) when using our services, you shall be subjected to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules are hereby incorporated by reference into this Agreement. Info-Tech also may offer other services from time to time, which are governed by different terms and conditions;

b) Info-Tech may establish general practices and limits concerning use of the Platform. You agree that Info-Tech has no responsibility or liability for the deletion of or failure to store any messages and other communications or other content maintained or transmitted by the Platform. You acknowledge that Info-Tech reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Info-Tech reserves the right to change these general practices and limits at any time, in its sole discretion;

c) Info-Tech shall have the right (but not the obligation) to remove or disable access to any content which we deem to be potentially defamatory of any person, unlawful, objectionable in any way, in violation of any third party rights, or for any reason whatsoever. Any editing or removal of any such content from the Platform shall be without prejudice to our other rights and remedies available at law;

d) the intellectual property rights in all materials published on the Platform (including, but not limited to documents or data in any format, news articles, photographs, images, illustrations, audio clips and video clips) are owned by Info-Tech or the party credited as the provider of such materials. You shall at all times abide by all additional copyright notices, information, or restrictions contained in any materials accessed through the Platform;

a) the licences granted herein do not confer on you any rights to use any other intellectual property rights of Info-Tech, including the Info-Tech logo and any other logos, service

marks, slogans, product names and designations and other proprietary indicia used as part of the Platform, all of which are and remain the property of Info-Tech;

b) we shall have the right to at any time and from time to time:

   i. switch to another data centre hosting any of the underlying infrastructure, middleware, application software, and application data as determined by Info-Tech in its sole and absolute discretion, without ascribing any reasons whatsoever;

   ii. automatically update the Platform and its components, add or remove functionalities, features or services (collectively, "Platform Functions") and

   iii. deny or restrict access to the Platform or any Platform Functions whether to any user or generally, or to block access from or to any resources in the event of a violation or alleged violation of this Agreement, or where your act or omission causes harm to Info-Tech's or its affiliates' brand, reputation or business, as determined by Info Tech in its sole and absolute discretion,

c) and in any such event, you agree that no claims shall lie against us or our affiliates, employees, agents or our service providers (collectively, "Info-Tech Personnel") in connection therewith; and

d) unless explicitly stated otherwise, any new features that augment or enhance the Platform, shall be subject to the terms of this Agreement

1.7 In the event where you subscribe for our subscription or maintenance services as set out in the quotation, such subscription or maintenance services shall include:

a) the hosting of data and attachments, regular backup and disaster recovery at Microsoft Azure Australia data centre;
b) software updates in connection with government legislative changes, software patches and software enhancements; and
c) telephone support from 9 a.m. to 6 p.m. (local time in your territory), Monday to Friday, excluding public holidays in your territory. Any and all software or technical enquiry shall be raised through Info-Tech's ticketing system via the Platform,

unless otherwise agreed in writing between the parties.

1.8 Nothing herein prohibits your exercise of any express statutory rights you may have under applicable law in relation to the Platform.

2. Your Account

If in connection with your use of the Platform, an account on the Platform is created for you, the following terms shall apply:

a) You shall provide true, accurate, current and complete information about yourself ("Registration Data"), and maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Info-Tech has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Info-Tech has the right to suspend or terminate your account and refuse any and all current or future use of the Platform (or any portion thereof).

b) You will receive a password upon activation of your account for certain functionalities, features or services on the Platform.

c) You shall not provide, distribute or share, or enable the provision, distribution or sharing of, your log-in credentials (or any data from the Platform associated therewith) with any third party.

d) Info-Tech will treat all data and information provided by you as well as interactions with the Platform to have been provided or carried out by you without further inquiry or investigation. We may also prescribe other security procedures applicable to the Platform, which you must comply with.

e) You shall, in your sole responsibility, maintain the confidentiality of your account information for the Platform (including any usernames and passwords) and ensure that you exit from your account at the end of each session. You shall not at any time disclose such account information to any other party. You will be fully responsible for any disclosure or unauthorised use thereof and for all activities that occur under your password or account.

f) Info-Tech shall not be responsible or liable for any loss caused to or damage incurred or suffered by you or any person by reason of or arising from or as a consequence of any use of your account information, performing any transactions, and/or your failure to comply with this Clause 2. If you believe that the security of your account information has been compromised, you shall forthwith notify Info-Tech immediately.

g) By using the Platform, you represent and warrant that:

   i. you have the full right, power, and legal authority to enter into this Agreement;

   ii. you will not authorise other persons to use your account nor transfer or assign it to any other person;

   iii. you are not impersonating any other person, operating under an alias or otherwise concealing your identity; and

   iv. you will not use the Platform for unauthorised or unlawful purposes and impair the proper operation of the Platform.

h) Info-Tech shall be entitled, in the exercise of our sole discretion, to (A) refuse your application or to terminate the use of your account if you fail to fulfil any one of the eligibility criteria above; and/or (B) change the eligibility criteria for registration at any time.

i) You may terminate your account at any time by giving Info-Tech three (3) months' notice in writing.

3. Fees

3.1 Certain functionalities, features or services on the Platform are subject to your due and timely payment of fees prescribed by us from time to time ("Fees"). Save as otherwise set out in the quotation, all Fees shall be paid in advance, are non-refundable (even in the event of early termination or non-availability of any account or the Platform). You shall bear all taxes and other duties payable in connection with all payment of Fees to Info-Tech under this Agreement.

3.2 All payments hereunder shall be made by way of electronic payment to an account designated by Info-Tech within seven (7) days from the date of Info-Tech's invoice as detailed therein except where specified otherwise.

3.3 You acknowledge and agree that:

a) unless otherwise specified, billing will start from the date as set out in the quotation regardless of whether you have started using the Platform or not;

b) for the purpose of calculating the Fees as per quotation per month for the current month, the total number of users shall be based on the total number of active users on the last day of the previous month, or the number of users stated in the Agreement during the contract period, whichever is higher; and

c) if you fail to make payment when due, Info-Tech shall have the right to:

i. charge you interest at two percent (2%) per month on the amounts outstanding, from the date such payment is due until the late payment is made in full; and/or

ii. suspend the Platform until the late payment is made in full.

4. Data Protection Policy

4.1 It is a continuing condition of your use of the Platform that you agree and consent to Info-Tech, as well as our representatives and/or agents, collecting, using and disclosing and sharing amongst ourselves your personal data, and disclosing such personal data to our authorised service providers and relevant third parties in accordance with the terms of our data protection policy as amended from time to time, available at https://www.info-tech.com.au/pdpa.htm ("**Policy**"), the terms of which are also incorporated into this Agreement by reference and apply to your use of the Platform.

4.2 You hereby agree and acknowledge that where we process your personal data in connection with the provision of the Platform, we, our representatives and/or agents are data intermediaries within the meaning of the Australian Privacy Act 1988, unless otherwise agreed in writing between the parties.

4.3 If in connection with your use of the Platform, you provide the personal data of any third parties (including any users of the Platform), you warrant and represent that the said third parties have also consented to the terms of the Policy, and to the collection, use and disclosure of their personal data in accordance with the aforesaid.

4.4 You warrant and represent to us that all personal data which is submitted to us by you through your use of the Platform is complete, accurate, true and correct.

4.5 Info-Tech shall in its collection, use, disclosure and/or processing of personal data, for any purposes in connection with this Agreement, adhere to all applicable data protection and privacy laws.

4.6 In the event of any actual or suspected unintended breach, Info-Tech will notify the customers without undue delay, within 24 hours after establishing that the data breach is likely to result in significant harm or impact to the individuals to whom the individual relates, or of a significant scale.

4.7 Info-Tech shall undertake to:

a) process personal data only for purposes arising out of or in relation to this Agreement;

b) protect personal data in its possession or under its control by making reasonable security arrangements to prevent unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks; and

c) cease to retain its documents containing personal data, or remove the means by which the personal data can be associated with particular individuals, as soon as it is reasonable to assume that:

i. the purpose for which that personal data was collected is no longer being served by retention of the personal data; and

ii. retention is no longer necessary for legal or business purposes.

4.8 The Platform may provide links to external sites whose data protection and privacy practices may differ from those set forth here. We are not responsible for the content and privacy practices of these other websites and you agree to review and abide by the data protection and privacy notices of those sites.

4.9 The Platform uses cookies, web beacons and other technologies. A cookie is a small text file which is placed on your device whenever you run or use the Platform. These cookies collect information about your use of the Platform. We use cookies and other technologies to facilitate your use of the Platform and to improve your experience of the Platform. You may change the settings on your device to block the use of cookies. However, if you do choose to block the cookies used in the Platform, you may not be able to use certain features and functions of the Platform.

4.10 The Platform may also use digital certificates. You are solely responsible for deciding whether or not to rely on such certificates and your reliance on any digital certificates is at your sole risk.

5. Content and Postings

5.1 Certain functionalities, features or services on the Platform may allow you to submit, upload or post information, data, text, photographs, graphics, messages or other materials (collectively, "**Submitted Content**").

5.2 You represent and warrant and shall ensure that all of your Submitted Content will at all times:

a) not be illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable;

b) not consist of or contain software viruses, commercial solicitation, chain letters, mass mailings, or any form of "spam"; and

c) not contain content or statements contrary to public interest, public morality, public order, public security, national harmony, or otherwise be prohibited by applicable laws or regulations.

5.4 By submitting, uploading or posting Submitted Content through the Platform, you irrevocably agree as follows:

a) you have exclusive control and responsibility for determining what Submitted Content you submit, upload or post to the Platform and for obtaining all necessary consents and permissions for submission of such Submitted Content and processing instructions to Info-Tech. You further agree that you are responsible for the accuracy and legality of all Submitted Content;

b) you grant to Info-Tech and Info-Tech Personnel a non-exclusive, royalty-free, perpetual, worldwide, sublicenseable and transferable right to access and use the Submitted Content, including without limitation the right to store, reproduce, distribute, modify, display, communicate, transmit and broadcast such Submitted Content for the purpose of performing its obligations under this Agreement; and:

c) you represent and warrant that:

i. all Submitted Content do not and will not infringe the intellectual property or other rights of any third party;

ii. none of the Submitted Content are proprietary to any third party;

iii. none of the Submitted Content will expose Info-Tech to any claims or proceedings (civil or criminal) in any part of the world; and

iv. that the use of the Submitted Content by Info-Tech and Info-Tech Personnel and the hosting of such Submitted Content on the Platform by Info-Tech will not require any further licences or rights from, or infringe any other intellectual property or other rights of any third party.

5.5 Submitted Content postings are not moderated by us. We are not responsible as author, editor or publisher of any Submitted Content or content provided by any party.

5.6 The Platform may display, publish or make available content that is not provided or published by us (including for example, content provided by third party content aggregation services or information providers) ("**Third Party Content**"). Such content is the sole responsibility of the person or entity that makes it available. Info-Tech is not responsible for such Third Party Content, and we do not have control over the selection thereof, nor do we routinely monitor such content. Info-Tech makes no representations or warranties as to the veracity, accuracy, timeliness, completeness, integrity or quality of such content or any other content or material which may be accessed or made available via the Platform, the reproduction and use of which may be governed by the Third Party Content provider's terms of use.

5.7 You further acknowledge and agree that any use by you of any content submitted by any third party or which is made available through the Platform (including Third Party Content and Submitted Content) is entirely at your own risk. Info-Tech does not verify and is not in a position to verify any party's rights to submit any content on the Platform, and Info-Tech takes no responsibility and assumes no liability, whether direct or indirect or any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits or any other commercial damages or losses, for any content posted by you or any third party, or for your use of the same.

5.8 We shall have the right (but not the obligation) to remove or disable access to any content which we deem to be potentially defamatory of any person, unlawful, objectionable in any way, in violation of any third party rights, or for any reason whatsoever. Any editing or removal of any such content from the Platform shall be without prejudice to our other rights and remedies available at law.

6. Third-Party Sites and Links

6.1 We may provide links and references to third party sites (e.g. articles). We have no control over such third party sites, and you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, services or materials on or available through such sites or resources, including Third Party Content. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused by or in connection with use of or reliance on any content, goods or services on or available through any such site or resource.

6.2 You further acknowledge that your access to and/or use of third party sites is entirely at your own risk, and that third party sites usually have their own terms and conditions, including privacy policies, over which we have no control and which will govern your rights and obligations with respect to the use of those sites and resources.

6.3 We do not warrant that the third party sites will meet your requirements or that the same will not cause you any loss of any kind, and you agree that to the maximum extent permitted by law, Info-Tech shall not be liable for any loss or damage of any kind incurred in connection with your use or reliance on any content, information or other materials on or available through such third parties.

7. No Endorsement

7.1 You agree that all content, information, Third Party Content and Submitted Content made available on the Platform are of a general nature and do not purport, and shall not in any way be understood as constituting an offer or provision of any inducement, invitation or recommendation relating to any products, services or investments nor constitute investment, financial, legal or tax advice or recommendation.

7.2 You acknowledge and agree that Info-Tech:

a) does not endorse or recommend any products or services via the Platform and that any arrangement entered into between you and any other user of the Platform or any third party named or linked to the Platform is at your sole risk and responsibility; and

b) is not responsible for any of the information made available or accessed on or through the Platform, Submitted Content or any Third-Party Content or any decisions made by you based on any information posted on the Platform. You further understand, acknowledge and agree that we make no warranties or representations in respect of, nor do we guarantee the accuracy, timeliness, completeness, integrity or quality of any information, Submitted Content or Third Party Content or any other content or material which may be accessed or made available via the Platform.

8. Indemnity

8.1 You agree to fully indemnify and hold harmless Info-Tech, our affiliates, officers, employees, directors, owners, agents, service providers, information providers, licensors and licensees, successors and assigns (collectively, the "Indemnitees") from and against any claim, action, proceeding, demand, loss, damage, cost, or liability (including legal fees) which any of the Indemnitees may suffer or suffers in connection with or arising from (a) your breach of this Agreement and any terms relating to your use of the Platform; (b) your access or use of the Platform; (c) any reasonable action taken by us either as part of our investigation of any suspected material breach of this Agreement or as a result of our finding or decision that a material breach of this Agreement has occurred; and (d) your breach of any rights of any other person. You shall cooperate as fully as reasonably required in the defence of any such claim, action or proceeding. Info-Tech reserves the right, at its own expense, to assume the exclusive defence and control of any claim or matter subject to indemnification by you.

8.2 This Clause 8 shall survive the termination or expiration of this Agreement (howsoever caused).

9. Confidentiality

9.1 For the purpose of this Agreement, "**Confidential Information**" shall include but not be limited to all information and material: (a) which has commercial value or utility in the business of the relevant party under this Agreement and any information relating to either party's product plans, procedures, specifications, designs, drawings, innovations, software, patent applications, costs, prices, marketing plans, business plans, business opportunities, strategies, personnel, research, development, know-how, agreements, marketing knowledge and information, budgets

and/or projections, whether in writing or other machine readable form; and (b) which is designated by disclosing party as confidential in writing or if disclosed orally, reduced to writing and designated as confidential.

9.2 Each party shall keep, and shall procure that its directors, employees and/or advisers keep, secret and confidential all Confidential Information, communicated to it by the other party in connection with this Agreement and shall not disclose the same or any part of the same to any person whatsoever other than to its directors, employees and/or advisers for any other purpose other than the use of Platform and solely on a "need to know" basis.

9.3 The obligations under Clause 9.2 shall not apply to information and material that:

a) is in the public domain or otherwise is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party;

b) is known and has been reduced to tangible form by the receiving party prior to the time of disclosure and is not subject to restriction of confidentiality or secrecy or otherwise;

c) is independently developed or learned by the receiving party, which independent development or learning can be shown by written evidence;

d) is lawfully obtained from a third party who has the right to make such disclosure; or

e) is released for publication by the disclosing party in writing.

9.4 You may disclose Info-Tech's Confidential Information to the extent and to the parties that you are required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction to disclose such Confidential Information, provided that to the extent it is legally permitted to do so, you shall first give Info-Tech as much prior notice of such disclosure as possible and you shall take into account the reasonable requests of Info-Tech in relation to the content of such disclosure.

9.5 The provisions of this Clause 9 shall survive beyond termination or expiration of this Agreement for any reason whatsoever and continue in full force and effect.

10. Warranties and Exclusion of Liability

10.1 Each party hereby irrevocably warrants and represents to the other party that it has the full power, legal capacity and authority to enter into and perform this Agreement and all the transactions contemplated under this Agreement.

10.2 Info-Tech further warrants and represents that we will carry out our obligations under this Agreement with reasonable care and skill.

10.3 To the maximum extent permitted by applicable law:

a) you irrevocably agree and acknowledge that the Platform (together with any Platform Functions, Third Party Content, Submitted Content or other content or information provided via the Platform) are provided on an "as is" and "as available" basis with all faults and without warranty of any kind. For the avoidance of doubt, we do not warrant the merchantability, satisfactory quality, fitness for a particular purpose, title, accuracy, quiet enjoyment, and non-infringement of third party rights, or as to the accuracy, correctness, reliability, timeliness, non-infringement of or compliance with any laws, regulations and/or third party rights in connection with the Platform (together with any Platform Functions, Submitted Content, Third Party Content or other content or information provided via the Platform); and

b) the Indemnitees shall not be liable for any claim, damage or loss of any kind of any nature whatsoever caused and howsoever arising as a result (direct or indirect) of or

otherwise in connection with your use of or reliance on the Platform, including but not limited to any claim, damage or loss suffered (whether incidental, special, indirect or consequential) as a result of or in connection or in reliance of (i) any Submitted Content or Third Party Content or other content or any other information made available or accessed on or through the Platform or contained in or available from the Platform; (ii) your use or the inability to use or reliance on any products or services available on or accessed via the Platform and/or the Platform Functions; or (iii) the cost of procurement of substitute goods or services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Platform; (iv) unauthorised access to or alteration of your transmissions or data; (v) statements or conduct of any third party on the Platform; (vi) any matter relating to the Platform; or (vii) any infringement of any rights arising in connection therewith, including without limitation any loss of data, profits, goodwill, anticipated savings, reputation, business or business opportunity, regardless of the cause thereof and even if we have been advised of the possibility thereof.

10.4 You expressly acknowledge and agree that, to the maximum extent permitted by applicable law, use of the Platform is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

10.5 In no event shall the Indemnitees' total liability to you for any and all damages not excluded (other than as may be required by applicable law in cases involving personal injury) exceed in aggregate the fees paid or payable to Info-Tech in the six (6) months preceding the claim.

10.6 For the avoidance of doubt, nothing in this Clause 10 is intended exclude or waive any statutory rights or guarantees you have under applicable laws which by law cannot be excluded or waived. Liability for breach of a statutory right or guarantee is, where possible, limited, at our option, to the replacement or repair of the service or item in question.

11. Term and Termination

11.1 This Agreement shall commence on the date as set out in the quotation, unless earlier terminated pursuant to the terms of this Agreement, and will continue for such duration as set out in the quotation.

11.2 Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

11.3. We have the right to terminate and/or suspend your account and/or access to the Platform, where applicable, if you breach this Agreement; or you make any voluntary arrangement with your creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of any of your property or assets.

11.4 Upon suspension or termination of your use of the Platform:

a) you shall immediately cease access to or use of the Platform and Info-Tech is entitled to block or delete your accounts;

b) all rights and licenses granted hereunder immediately cease;

c) any accrued right or liability of either party shall not be prejudiced;

d) you remain liable for all payment transactions and/or any other obligations you may have incurred under this Agreement;

e) in the event of termination by you before the expiry of the contract period, you agree to pay Info-Tech a sum equal to the Fees as per the invoice issued minus all Fees that have already been paid to Info-Tech prior to such termination. In case the Fees are already prepaid, you agree that Info-Tech will not return any balance sum for whatsoever reason; and

f) Info-Tech will at your option, return your Submitted Content as a backup or delete all your Submitted Content within 30 days of termination of this Agreement.

12. Force Majeure

Save as is otherwise specifically provided in the Agreement, we shall not be liable for failures or delays in performing our obligations hereunder arising from any cause beyond Info-Tech's reasonable control, including without limitation, any breakdown or malfunction of hardware, software, networks or systems used in connection with the Platform, acts of God, outbreak of hostilities, civil disturbance, acts of civil or military authority, fires, strikes, lockouts or labour disputes or industrial action of any kind, epidemics, governmental restrictions, wars, terrorist acts, riots, explosions, fire, earthquakes, storms, typhoons, floods and breakdowns in electronic and computer information and communications systems, and in the event of any such delay, the time for our performance shall be extended for a period equal to the time lost by reason of the delay and any additional recovery time required by us.

13. Assignment

You shall not assign, transfer, sub-contract or in any other manner make over to any third party the rights, benefit and/or obligations under this Agreement without the prior written consent of Info-Tech.

14. Publicity

You hereby grant to Info-Tech a non-exclusive, perpetual, sublicensable, royalty-free licence to Info-Tech to use, display and reproduce your trade name(s), corporate mark(s) and logo(s) to identify you as a customer of Info-Tech in connection with corporate publicity or marketing purposes.

15. Audit

15.1 Info-Tech shall, upon at least 90 days' written notice, permit you and your designated agent or auditors to conduct an on-premises audit of Info-Tech's facilities, documents, records and/or data during normal business hours for the purposes of verifying compliance with the terms of this Agreement, provided that each of such audit: (a) is carried out no more than 1 times and no more than 8 hours in every 12-month period following the commencement of this Agreement, (b) does not unreasonably interfere with the business or operations of Info-Tech, (c) is carried out at Company's sole cost and expense, and (d) is subject to applicable laws and any third party confidentiality restrictions and obligations. During such audit, Company shall, and shall procure that its designated agent or auditors, comply in all material respects with Info-Tech's reasonable requirements relating to security, health and safety and confidentiality.

16. General

16.1 Each of the terms and conditions in this Agreement is severable and distinct from one another and if at any time, any one or more of this Agreement and conditions or any part thereof

is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way and will remain in force.

16.2 The rights and remedies provided in this Agreement are cumulative and not exclusive of any other right or remedies (whether provided by law or otherwise).

16.3 No failure on our part to exercise and no delay on our part in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right of remedy. Any waiver by us of our rights or remedies in respect of any terms under this Agreement or any breach of this Agreement on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.

16.4 Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa. Words denoting the masculine gender include the feminine gender and both shall include the neuter gender.

16.5 The headings in this Agreement are inserted for ease of references only and shall not affect the construction of this Agreement.

16.6 This Agreement, and the documents in it, constitutes the entire agreement between you and us with respect to your use of the Platform and you have not entered into this Agreement in reliance upon any representation, warranty or undertaking of Info-Tech which is not set out in this Agreement. Nothing in this Clause 16.6 shall however operate to limit or exclude liability for fraud.

16.8 The failure of Info-Tech to exercise and/or enforce, and no delay on its part in exercising and/or enforcing, any right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

16.9 The parties hereto are independent contractors and neither party is a partner or joint venturer or employee or agent of the other nor is either party entitled to act as the other party's agent nor shall the latter be liable in respect of any representation act or omission of the former of whatever nature. For the avoidance of doubt, each party shall have no authority, express or implied, to assume or create any obligation or liability on behalf of the other party, and shall have no authority to represent the latter in any other capacity except as expressly provided in this Agreement.

16.10 Except for the Indemnitees referred to in Clause 8.1, a person who is not a party to this Agreement shall have no right to enforce or enjoy the benefit of any term of this Agreement. Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

17. Notice

Notices to you may be made via either email or regular mail. The Platform may also provide notices of changes to this Agreement or other matters by displaying notices or links to notices to you generally on the Platform.

18. Governing Law and Jurisdiction

If you live in (or, if a business, your principal place of business is in), Australia, this agreement shall be governed by and construed in accordance with laws of Australia. You hereby expressly

agree to submit to the exclusive jurisdiction of the courts of Australia for the purpose of resolving any dispute relating to your access to or use of the Service

19. Contacting Info-Tech

To ask any questions about this Agreement, or our Platform, or make any suggestions or tell us about any other ideas concerning our Platform, please contact:

Info-Tech Systems Integrators Pty Ltd
Level 16, Tower 2 Darling Park,
201 Sussex Street,
Sydney NSW 2000
Email: sales@info-tech.com.au
Phone: +61 2 7201 9808