

1. Definitions

- 1.1 "IN2Tech" means Richard Kemp (as Trustee for R & A Kemp Family Trust) T/A IN2Tech, its successors and assigns or any person acting on behalf of and with the authority of Richard Kemp (as Trustee for R & A Kemp Family Trust) T/A IN2Tech.
- 1.2 "Client" means the person/s requesting IN2Tech to provide the Services as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Services" means all Services provided by IN2Tech to the Client at the Client's request from time to time.
- 1.4 "Goods" means any goods (including hardware, software and any accessories), documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by IN2Tech in the course of it conducting, or providing to the Client, any Services.
- 1.5 "Charges" means the cost of the Services as agreed between IN2Tech and the Client in accordance with clause 4 below.
- 1.6 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this agreement, a party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information and pricing details.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts the Services provided by IN2Tech.
- 2.2 These terms and conditions may only be amended with IN2Tech's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and IN2Tech.
- 2.3 The Client shall as soon as practicable make available to IN2Tech all information, documents, software, hardware, and other particulars required by IN2Tech for the provision of Services.
- 2.4 The Client acknowledges that any advice or recommendations are provided by IN2Tech on the basis of IN2Tech's industry knowledge and experience only and as such shall not be deemed to be specialist advice.
- 2.5 Provided IN2Tech acts reasonably, they are entitled to assume that any request in connection with the Services that IN2Tech receives from the Client (or the Client's agents, employees or contractors) or from the premises where the Services are being supplied or accessed, is authorised by the Client.

3. Change in Control

- 3.1 The Client shall give IN2Tech not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by IN2Tech as a result of the Client's failure to comply with this clause.

4. Charges and Payment

- 4.1 At IN2Tech's sole discretion the Charges shall be either:
 - (a) as indicated on any invoice provided by IN2Tech to the Client; or
 - (b) IN2Tech's quoted price (subject to clause 4.2) which will be valid for the period stated in this agreement, or otherwise for a period of thirty (30) days.
- 4.2 IN2Tech reserves the right to vary the Charges:
 - (a) in the event of an extension to the timeframe(s) specified in this agreement (including any minimum term);
 - (b) if a variation to the plan of scheduled Services, or Client specifications is requested (including, but not limited to, additional work required due to hidden or unidentifiable difficulties not evident prior to commencement of the Services, any request to investigate and/or repair any faults or defects outside IN2Tech's normal business hours);
 - (c) as a result of increases beyond IN2Tech's reasonable control in the cost of materials or labour (e.g. third-party network operator or supplier costs, etc..).
- 4.3 At IN2Tech's sole discretion, a non-refundable deposit may be required upon the Client's acceptance of IN2Tech's quotation.
- 4.4 Time for payment for the Services being of the essence, the Charges will be payable by the Client on the date/s determined by IN2Tech, which may be:
 - (a) on provision of the Services; or
 - (b) the date specified on any invoice or other form as being the date for payment; or
 - (c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by IN2Tech.
- 4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Client and IN2Tech.
- 4.6 Unless otherwise stated the Charges do not include GST. In addition to the Charges the Client must pay to IN2Tech an amount equal to any GST IN2Tech must pay for any provision of Services by IN2Tech under this or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Charges. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Charges, except where they are expressly included in the Charges.
- 4.7 Any dispute regarding an invoice must be notified to IN2Tech by the Client within seven (7) days of the date of the relevant invoice. The Client shall not be entitled to set off against, or deduct from the Charges, any sums owed or claimed to be owed to the Client by IN2Tech nor to withhold payment of any invoice because part of that invoice is in dispute.
- 4.8 The Client acknowledges and agrees that the Client's obligations to IN2Tech for the provision of the Services shall not cease, and ownership of the Goods (if applicable) shall not pass, until:
 - (a) the Client has paid IN2Tech all amounts owing thereto for the particular Services; and
 - (b) the Client has met all other obligations due by the Client to IN2Tech in respect of all agreements between IN2Tech and the Client.
- 4.9 Receipt by IN2Tech of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then IN2Tech's ownership or rights in respect of the Services, and this agreement, shall continue.

5. Provision of the Services

- 5.1 At IN2Tech's sole discretion, provision of the Services shall take place when the Services are provided to the Client at the Client's nominated address.
- 5.2 IN2Tech may provide the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 5.3 The Services are supplied on the basis of specifications, information and instructions provided by the Client to IN2Tech (whether written or verbal). The Client acknowledges that it is their responsibility to ensure that such are detailed sufficiently to satisfy IN2Tech's requirements of interpretation and understanding, as once accepted by the Client, IN2Tech's quotation shall be deemed to interpret correctly those

specifications, information and instructions. Therefore, IN2Tech shall not accept any liability for the supply of Services contrary to the Client's intention, or errors or omissions in the Services, due to insufficient or inadequate provision of detailed specifications, information and instructions by the Client or oversight or misinterpretation thereof, and IN2Tech may charge the Client additional costs incurred thereby in remedying the Services, and if reasonably practical, will notify the Client of such costs before they are incurred and the Client agrees to them.

- 5.4 Whilst IN2Tech shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties (subject to IN2Tech's normal service hours of 9:00am to 5:00pm on business days), the Client acknowledges that any time specified thereby for delivery of the Services is an estimate only and IN2Tech will not be liable for any loss or damage incurred by the Client as a result of delivery being late. In the event that IN2Tech is unable to supply the Services as agreed solely due to any action or inaction of the Client then IN2Tech shall be indemnified from any liability for any resulting failure to provide the Services and/or entitled to charge a reasonable fee for re-supplying the Services at a later time and date.
- 5.5 The Client acknowledges and accepts that the provision of Services may be subject to availability and if, for any reason, the Services are not or cease to be available, IN2Tech reserves the right to vary the Charges with alternative Services as per clause 4.2. IN2Tech also reserves the right to halt all Services until such time as both parties agree to such changes.
- 5.6 IN2Tech may replace any existing Services with others by giving the Client thirty (30) days prior written notice, where the Charges for the new Services are not greater than the Charges for those being replaced, and the functionality of the new Services is substantially the same as or better than the those being replaced as reasonably determined by IN2Tech.
- 5.7 Where the performance of any contract with the Client requires IN2Tech to obtain products and/or services from a third party, the contract between IN2Tech and the Client shall incorporate, and shall be subject to, the conditions of supply of such products and/or services to IN2Tech, and the Client shall be liable for the cost in full including IN2Tech's margin of such products and/or services.
- 5.8 IN2Tech may supply Goods to the Client where it is required for the provision of Services. The Client may request upgrades to or newer versions of the Goods and IN2Tech will advise the Client of the availability of such Goods and the additional cost associated with the supply of the Goods.
- 5.9 IN2Tech shall not be liable for any loss or damage to the Client's software or hardware caused by any 'updates' provided for that software.
- 5.10 IN2Tech shall not be held liable for any loss, corruption, or deletion of files or data (including, but not limited to software programmes) resulting from the Services provided by IN2Tech. It is the sole responsibility of the Client to back-up any data which they believe to be important, valuable, or irreplaceable prior to IN2Tech providing the Services. The Client accepts full responsibility for the Client's software and data and IN2Tech is not required to advise or remind the Client of appropriate backup procedures.
- 5.11 The Client acknowledges that IN2Tech, or IN2Tech's authorised agent, may:
- (a) interrupt the Services (or the data being transmitted as part of the Services) in the event the Client fails to comply with this agreement, any applicable laws, or to enable IN2Tech to comply with their obligations at law and hereunder; and
 - (b) investigate any misuse of the Services by the Client, including in conjunction with any law enforcement agencies.
- 5.12 *Repairing Faults*
IN2Tech will be responsible for the repair of any fault in their Services (up to and including IN2Tech's network boundary) or in the Goods which adversely affects the Services. However, IN2Tech will not be responsible for rectifying any fault in the Services where the fault arises in, or is caused or contributed by, the Client (their employees, contractors or other users of the supplied Services), a third party network, the Client's equipment (or any other equipment or facilities beyond IN2Tech's network boundary).
- 5.13 *Service Disruption*
IN2Tech may temporarily suspend or restrict the Services (or any part thereof):
- (a) where IN2Tech reasonably believes it necessary to do so to comply with any law or an order or request of any Regulator;
 - (b) to protect any person, equipment or IN2Tech's network and/or to attend to any emergency;
 - (c) during any scheduled maintenance period;
 - (d) (where the Services are an Internet-based service) in the event that the Client breaches the terms of our Acceptable Use Policy; or
 - (e) if the Services are used in an excessive or unusual way (though IN2Tech are not obliged to do so and the Client remains liable to pay for any Charges incurred for any excessive or unusual usage).

6. Client's Responsibilities

- 6.1 The Client shall:
- (a) comply with the terms and conditions of this agreement, and any applicable laws, regulations, standards and codes;
 - (b) provide IN2Tech with all specifications, information and instructions that IN2Tech reasonably requires for the provision of the Services to the Client;
 - (c) not resupply or resell the Services, or assign the benefit of this agreement, without our prior written consent ;
 - (d) follow IN2Tech's reasonable directions regarding the use of the Services;
 - (e) ensure that all specifications, information and instructions you provide to IN2Tech is accurate, correct, current and complete;
 - (f) use the Services for lawful purposes only, and without being a nuisance to any third parties;
 - (g) not (under any circumstances) interfere with the reasonable use of IN2Tech's services by their other customers;
 - (h) be responsible for any of the Client's agents, employees, contractors or other service providers who have access to the Services;
 - (i) report to IN2Tech (as soon as practically possible) when the Client, or a reasonable person in the position of the Client, has reason to believe that there has been unauthorised use of the Services.
- 6.2 The Client is responsible for implementing and maintaining the security of their own network and/or equipment, and shall be liable for all charges in relation to the unauthorised use of the Services as a result of a breach of that security (e.g. viral infection, attacks from the Internet, denial of service attacks, PABX hacking, account/password misuse, SPAM and misuse of the Services by any third party, including employees and contractors).

7. Provision of Goods

- 7.1 All risk for the Goods shall pass to the Client as soon as such items are delivered to the Client. The Client must insure all Goods on or before delivery.
- 7.2 IN2Tech reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Goods as a result of the Client's failure to insure in accordance with clause 7.1.
- 7.3 IN2Tech will make reasonable efforts to assign to the Client supplier warranties provided in respect of the Goods, but otherwise give no warranties regarding the Goods.

8. Term of the Services

- 8.1 The Services (or part thereof) will, subject to clause 13:

- (a) remain in effect for the Minimum Term; and
- (b) unless otherwise stated, on expiry of the Minimum Term, continue unless and until terminated by either party by giving to the other party at least thirty-one (31) business days prior written notice.

9. Title

- 9.1 The Client acknowledges and agrees that:
- (a) until ownership of the Goods passes to the Client in accordance with clause 9.1 that the Client is only a bailee of the Goods and must return the Goods to IN2Tech on request.
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for IN2Tech and must pay to IN2Tech the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for IN2Tech and must pay or deliver the proceeds to IN2Tech on demand.
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of IN2Tech and must sell, dispose of or return the resulting product to IN2Tech as it so directs.
 - (e) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of IN2Tech.
 - (f) IN2Tech may commence proceedings to recover the Charges for the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- 9.2 If the Client fails to return the Goods, or refuses to allow IN2Tech to recover the Goods, the Client irrevocably authorises IN2Tech (as the invitee of the Client) to enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods are situated, or IN2Tech believes the Goods are kept, and take/recover possession of the Goods, without being responsible for any damage thereby caused. Furthermore, provided IN2Tech acts with reasonable care, the Client must reimburse IN2Tech for any loss and/or costs incurred thereby.

10. Intellectual Property

- 10.1 Any Intellectual Property owned by either party prior to entry into this agreement, or developed independently of thereof by either party, will continue to be owned by that party.
- 10.2 The Client acknowledges that:
- (a) IN2Tech either owns the Intellectual Property rights in the Services provided to the Client or, where IN2Tech uses any Intellectual Property belonging to anyone else, IN2Tech has a licence to do so and
 - (b) none of IN2Tech's Intellectual Property rights are transferred to the Client and, unless specifically authorised by this agreement, the Client cannot and will not use or reproduce such Intellectual Property for any purpose outside this agreement.
- 10.3 All Intellectual Property rights in any improvements or changes to the Services (or part thereof), devised or made by anyone, during the time IN2Tech is providing the Services belongs to IN2Tech.
- 10.4 The Client agrees to indemnify, defend, and hold IN2Tech harmless from all loss incurred or suffered by IN2Tech arising from any claims (including third party claims) or demands against them where such loss was caused by any infringement or alleged infringement of any person's Intellectual Property right by the Client during the use of the Services.

11. Confidentiality

- 11.1 Subject to clause 11.2, each party agrees to treat as confidential the other party's Confidential Information, and agree not to divulge it to any third party, without the other party's written consent.
- 11.2 Both parties agree to:
- (a) use the Confidential Information of the other party only to the extent required for the purpose it was provided;
 - (b) not copy or reproduce any of the Confidential Information of the other party in any way;
 - (c) only disclose the other party's Confidential Information to:
 - (i) employees and contractors who need access to the information and who have agreed to keep it confidential;
 - (ii) its legal advisers and insurance providers if those persons undertake to keep such information confidential; and
 - (d) not disclose the other party's Confidential Information to any person not referred to in this clause except with the other party's prior written consent or if required by law, any stock exchange or any Regulator.
- 11.3 Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request unless required by law to retain it.
- 11.4 Confidential Information excludes information:
- (a) generally available in the public domain (without unauthorised disclosure under this agreement);
 - (b) received from a third party entitled to disclose it;
 - (c) that is independently developed.

12. Suspension of the Services

- 12.1 In the event the Client is in material breach of this agreement (including by non-payment of the Charges when due) IN2Tech has the right to suspend performance of any or all of their obligations under this agreement if the Client fails to comply with IN2Tech's written notice requiring the remedy of such breach by the date specified therein.

13. Termination

- 13.1 Either party may terminate the Services on written notice where:
- (a) the other party has materially breached this agreement as it relates to the Services and, if that breach is capable of remedy, has failed to remedy the breach within twenty (20) business days of receipt of written notice from the non-defaulting party requiring the breach to be remedied; or
 - (b) the other party suffers an insolvency event, where an administrator, liquidator, receiver, manager and receiver or any other administrator is appointed over the assets of the business of the entity, or if the entity enters into any composition with its creditors.
- 13.2 IN2Tech may terminate any agreement to which these terms and conditions apply, or cancel provision of Services at any time by giving written notice to the Client:
- (a) if IN2Tech reasonably determines that the Client has failed credit check requirements or are no longer credit worthy; or
 - (b) either in whole or in part, if the Client materially breach this agreement and, if that breach is capable of remedy, the Client has failed to remedy such breach within thirty-one (31) business days of receipt of written notice requiring the breach to be remedied; or

- (c) if IN2Tech is required to do so by law; and
 - (d) on giving such notice IN2Tech shall repay to the Client any money paid thereby for the Services, less any amount owing to IN2Tech by the Client for Services already provided. IN2Tech shall not be liable for any loss or damage whatsoever arising from such termination.
- 13.3 In the event that the Client terminates this agreement (excluding where terminated as per clause 13.1), the Client shall be liable for any and all loss incurred (whether direct or indirect) by IN2Tech as a direct result of the termination (including, but not limited to, any loss of profits).
- 14. The Commonwealth Trade Practices Act 1974 (“TPA”) and Competition and Consumer Act 2010 (CCA)**
- 14.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the CCA in each of the States and Territories of Australia (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 14.2 Where the Client contracts for Services as a consumer these terms and conditions shall be subject to any laws or legislation governing the rights of consumers and shall not affect the consumer’s statutory rights.
- 15. Limitation of Liability**
- 15.1 To the extent permitted by law, IN2Tech excludes all statutory or implied conditions or warranties. IN2Tech does not warrant that Services will be free of interruptions, delays or faults.
- 15.2 Liability of IN2Tech for breach of warranty implied into these terms and conditions by the CCA or howsoever arising, is limited to (as determined by IN2Tech):
- (a) for Services (arising out of any one incident): rectifying, re-supplying, or paying the cost of re-supplying the Services; or
 - (b) for Goods: repairing or replacing the Goods; and
 - (c) if IN2Tech is unable to do any of these things, then IN2Tech may refund any money the Client has paid for the Services, but only to the extent that such refund shall take into account the value of Goods and/or Services which have been provided to the Client which were not defective.
- 15.3 IN2Tech undertakes to act in all professional matters as a faithful consultant to the Client, whose interests will be watched over with skill and care, and ensure that the Services substantially conform to any specifications provided by IN2Tech (including any specified service levels). Notwithstanding, IN2Tech shall only be liable to the Client for the consequences of any negligent act, omission or statement of IN2Tech, and then only to the extent and limitations referred to in clause 15.4.
- 15.4 The loss and damage for which IN2Tech is so liable, and the recompense to be made by IN2Tech to a Client for such liability as specified in clause 15.3, shall be limited to the sum of charges paid or payable by the Client under this agreement in the twelve (12) month period preceding the date of the event that gave rise to the claim in question, save in respect of the Client’s indemnity obligations or their obligations to pay Charges under this agreement. This amount will be reduced to the extent that the event giving rise to the obligation to pay has been caused or contributed to by the Client.
- 15.5 The liability of IN2Tech shall cover only direct loss or damage in respect of the Services, or other matters arising directly from the scope of the Services as agreed between the parties, and then only to the maximum limit specified as per clause 15.4.
- 15.6 The liability of IN2Tech to the Client shall expire twelve (12) months from the issue of the last invoice relevant to the particular Services, unless in the meantime the Client has made a claim in writing to IN2Tech, specifying a negligent act, omission or statement said to have caused alleged loss or damage sustained or sustainable.
- 15.7 The Client indemnifies, and will keep indemnified, IN2Tech for any loss suffered or incurred thereby due to a breach of this agreement by the Client, except where such loss is directly due to a negligent act by IN2Tech. The Client’s liability under this indemnity is not limited by clauses 15.4 and/or 15.5.
- 16. Unpaid Seller’s Rights**
- 16.1 Where the Client has left any item with IN2Tech for repair, modification, exchange or for IN2Tech to perform any other service in relation to the item and IN2Tech has not received or been tendered the whole of any moneys owing to it by the Client, IN2Tech shall have, until all moneys owing to IN2Tech are paid:
- (a) a lien on the item; and
 - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 16.2 The lien of IN2Tech shall continue despite the commencement of proceedings, or judgment for any moneys owing to IN2Tech having been obtained against the Client.
- 17. Personal Property Securities Act 2009 (“PPSA”)**
- 17.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 17.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and collateral (accounts) – being a monetary obligation of the Client for Services – that have previously been provided and that will be provided in the future by IN2Tech to the Client.
- 17.3 The Client undertakes to:
- (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which IN2Tech may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 17.3(a)(i) or 17.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, IN2Tech for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of IN2Tech;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of IN2Tech.
- 17.4 IN2Tech and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 17.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 17.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.

- 17.7 Unless otherwise agreed to in writing by IN2Tech, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 17.8 The Client must unconditionally ratify any actions taken by IN2Tech under clauses 17.3 to 17.5.
- 17.9 Subject to any express provisions to the contrary nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

18. Security and Charge

- 18.1 In consideration of IN2Tech agreeing to provide the Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 18.2 The Client indemnifies IN2Tech from and against all IN2Tech's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising IN2Tech's rights under this clause.
- 18.3 The Client irrevocably appoints IN2Tech and each director of IN2Tech as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 18 including, but not limited to, signing any document on the Client's behalf.

19. Default and Consequences of Default

- 19.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at IN2Tech's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 19.2 If the Client owes IN2Tech any money the Client shall indemnify IN2Tech from and against all costs and disbursements incurred by IN2Tech in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, IN2Tech's contract default fees, and bank dishonour fees).
- 19.3 Without prejudice to any other remedies IN2Tech may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions IN2Tech may suspend the provision of Services to the Client or terminate this agreement. IN2Tech will not be liable to the Client for any loss or damage the Client suffers because IN2Tech has exercised its rights under this clause.
- 19.4 Without prejudice to IN2Tech's other remedies at law IN2Tech shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to IN2Tech shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to IN2Tech becomes overdue, or in IN2Tech's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

20. Privacy Act 1988

- 20.1 The Client agrees for IN2Tech to obtain from a credit reporting agency a credit report containing personal credit information about the Client in relation to credit provided by IN2Tech.
- 20.2 The Client agrees that IN2Tech may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client.
- The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.
- 20.3 The Client consents to IN2Tech being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).
- 20.4 The Client agrees that personal credit information provided may be used and retained by IN2Tech (and shared with their employees, contractors and other agents such as other network operators) for the following purposes (and for other purposes as shall be agreed between the Client and IN2Tech or required by law from time to time):
- (a) the provision of Services (including to enable the Client to send or receive messages of any kind through third-party networks);
 - (b) the marketing of Services by IN2Tech, its agents or distributors;
 - (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services;
 - (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client;
 - (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services;
 - (f) statistical purposes, for which the Client will not be identified;
 - (g) any other purpose set out in IN2Tech's Privacy Policy, which can be viewed at <http://ICTOne.com.au>; and
 - (h) the Client acknowledges that if this information is not provided to IN2Tech, they may be unable to provide Services to the Client.
- 20.5 IN2Tech may give information about the Client to a credit reporting agency for the following purposes:
- (a) to obtain a consumer credit report about the Client;
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
- 20.6 The information given to the credit reporting agency may include:
- (a) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - (b) details concerning the Client's application for credit or commercial credit and the amount requested;
 - (c) advice that IN2Tech is a current credit provider to the Client;
 - (d) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (e) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (f) information that, in the opinion of IN2Tech, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - (g) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (h) that credit provided to the Client by IN2Tech has been paid or otherwise discharged

21. Dispute Resolution

- 21.1 If a dispute arises between the parties to this agreement then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within ten (10) business days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
- (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

22. Service Level Agreements.

- 22.1 Service level agreements cover consulting to setup and maintain your IT Systems. This may include the setup of hardware supplied by IN2Tech, installation of software supplied by IN2Tech, ongoing maintenance, and any diagnosis and problem resolution of same.
- 22.2 The agreement does not cover:
- (a) 3rd party software diagnosis, setup, or maintenance and this will be charged at your hourly rate as specified on the monthly invoice.
 - (b) 3rd party hardware diagnosis, setup, or maintenance and this will be charged at your hourly rate as specified on the monthly invoice.
 - (c) Items designated as 'Project' works, such as office moves, email and data migrations and this will be charged at your hourly rate as specified on the monthly invoice.
- 22.3 Onsite services are charged at your hourly rate as specified on the monthly invoice.
- 22.4 The minimum term of a Service Level Agreements is 12 months from the date of the first invoice and is there after on a monthly basis.
- 22.5 Termination of a Service Level Agreement within the initial 12 month term requires a payout of the remaining term of the agreement.
- 22.6 Termination of a Service Level Agreement after the initial 12 months requires all invoices to be paid and written notice of not less than 31-days.

23. Prepaid Block Hours

- 23.1 All block hours are sold on a pre-paid basis.
- 23.2 Any hours used prior to payment will be charged at the full rate.
- 23.3 When the time remaining on a block of hours gets low, a renewal invoice will be sent out automatically. At this time the client may decide to cancel, increase or decrease their block according to their needs.
- 23.4 Block hours may only be used for consulting works provided by IN2Tech.
- 23.5 Block hours are not redeemable for the purchase of goods or services.
- 23.6 The block hours will remain valid until the Client uses them all. There is no expiration date for the block hours.
- 23.7 Refund policy.
- (a) IN2Tech has the sole discretion to grant or deny any refund requests from the Client.
 - (b) If IN2Tech agrees to refund the Client, the discount applied to the block hours will be forfeited and the refund amount will be calculated by the following formula: $\text{Refunded amount} = \text{Amount Paid} - (\text{Hours used} \times \text{Full Rate})$.
 - (c) The 'Full Rate' as of January 2024 is \$199.00ex GST, this amount is subject to change without notice.

24. General

- 24.1 The parts of this agreement which are by their nature intended to survive termination will do so, including clauses 4, 8, 10, 11, 15, and this clause 24.
- 24.2 All notices and invoices must be in writing and may be sent by letter, fax or e-mail to the address and contact person as specified in this agreement, and as updated from time to time. Any notice or invoice sent by post to that contact address will be assumed to have been delivered two (2) business days after it is posted. Any notice sent by fax to that contact number will be assumed to have been delivered once a correct transmission confirmation slip is received.
- 24.3 The Client cannot assign their rights and/or responsibilities under this agreement without IN2Tech's prior written consent.
- 24.4 No legal partnership, employer/employee, principal/agent or joint venture relationship is created or evidenced by this agreement.
- 24.5 This agreement is the entire agreement between both parties in relation to its subject matter.
- 24.6 The Client acknowledges that they have relied on their own judgment to evaluate the suitability of the Services for the purpose for which they require them. The Client must not rely on any statement, representation or promise made by IN2Tech that is not expressly set out in this agreement.
- 24.7 The failure by IN2Tech to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect IN2Tech's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 24.8 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria, the state in which IN2Tech has its principal place of business, and are subject to the jurisdiction of the Melbourne Court in that state.
- 24.9 IN2Tech may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 24.10 The Client agrees that IN2Tech may amend these terms and conditions at any time. If IN2Tech makes a change to these terms and conditions, then that change will take effect from the date on which IN2Tech notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for IN2Tech to provide Services to the Client.
- 24.11 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 24.12 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.
- 24.13 The Client acknowledges that for the sake of this agreement all references herein to loss or damage shall be deemed to mean all losses, damages, liabilities, claims and expenses (including legal fees on a solicitor and client basis) and excludes indirect or consequential loss, loss of data, revenue, sale, profit, business, any other economic loss or any loss of goodwill, or any loss or damage sustained by any third party in respect of which the Client is liable and responsible (as between the Client and the third party) whether by statute, contract tort or otherwise;