

Service Level Agreement

Version 2019

1. Definitions

Additional Support Charge(s) means charges for services not included in the Support Plan, and calculated in accordance with a quotation provided by us or on a time and materials basis at our time and material hourly charges current from time to time noted in the Schedule of Charges.

After Hours means all hours that are not defined as Business Hours.

Application means the application form attached to these terms recording your details, Support Plan election, Schedule of Charges and Authorised Contacts.

ATS means Addictive Technology Solutions Pty Ltd (ACN 132 180 726) as trustee for the Addictive Technology Solutions Unit Trust.

ATS Head Office means 18/75 Waterway Drive, Coomera, QLD, 4209.

ATS Software means the computer programs comprising the:

- (a) addictivePOS,
- (b) addictivevisibility

Authorised Contacts means the authorised contacts as initially provided in the Application and then as amended by you.

Business Hours means the hours 8:00am to 5:00pm in the Brisbane time zone, Monday to Friday, excluding public holidays gazetted in the State of Queensland, Australia.

Customer Environment means your information technology, communications, internet, software, network cabling not installed by us and other relevant infrastructure that interfaces with the ATS Software and/or Support Services.

Hardware means that computer hardware as supplied by ATS and listed on an invoice issued by ATS to you.

KPI Policies means a policy or policies set by us detailing priority and levels and response times for various Support Tickets lodged.

Normal Use Conditions means ordinary use under normal conditions according to any instruction manual and/or directive.

Schedule of Charges means the table of applicable charges that ATS will invoice in accordance with, which may change from time to time in the discretion of ATS.

Site means that place where the Hardware is permanently located and as noted in the Application.

Support means the provision of the following services:

- (a) we will provide Business Hours advice on the Hardware and ATS Software;

- (b) the operation of other software products to the extent that we have details of the products and where the operation of that software impacts on the functioning of ATS Software;
 - (c) the operation of newly installed equipment such as computer hardware, Drive Thru communication system, CCTV, alarm systems, communication and network devices where we supplied that equipment, and where we have details of the equipment.
 - (d) diagnostics of Hardware that impacts the operational use of ATS Software;
- but excludes:
- (a) we are not obliged to provide services not specifically defined in this definition.
 - (b) the following is a non-exhaustive list of examples of circumstances in which we will not provide Support Services under this agreement where in our opinion, the problem is caused by:
 - (i) the failure to act on and/or report to system warnings and error messages as soon as it is practical to do so;
 - (ii) the negligent use, misuse, or abuse of the Hardware;
 - (iii) the installation or operation of any software that affects the operation of ATS Software without our express approval;
 - (iv) modification of the configuration of the operating system or network in a way that affects the operation of ATS Software without our express approval; and
 - (v) damage other than ordinary wear and tear.

Support Plan means the plan you have elected to seek Support Services on, as noted in the Application, being either the:

- (a) 'break and fix' plan; or
- (b) standard plan.

Support Services means the provision of the Support in accordance with your Support Plan, which may be delivered in-person at your Site or by Remote Connection and charged in accordance with the Schedule of Charges.

Support Ticket means an electronic request for Support to be lodged with ATS by either:

- (a) sending an email to support@addictive.net.au; or
- (b) calling 1300 110 393.

This is limited to:

- (a) inquiries regarding the regular operation of properly functioning ATS Software to achieve or use functions stated to be available in the documentation; or
- (b) requests for clarification or guidance in the use of ATS Software where such requests could not have been answered by a trained member of your staff; or
- (c) requests logged by you or your Authorised Contacts.

Remote Connection means us connecting to your Hardware from a location away from the Site, facilitated by third party software chosen by us, whereby we are able to view and control your Hardware.

Term means:

- (a) where you have elected for the 'standard' Support Plan the then current term of this agreement whether the Initial Term or any Renewal Term or
- (b) where you have elected for the 'break and fix' Support Plan the length of time in providing the Support Services to resolve each Support Ticket lodged by you or an Authorised Contact until the required payment is made.

Initial Term has the meaning in clause 2.2(b).

Renewal Term has the meaning in clause 2.2(c).

Payments means any and all payments required to be made by you to us under this agreement in accordance with your Support Plan, the Schedule of Charges, Additional Support Charges and/or other amount as quoted and/or invoiced by us to you.

You or **Your** means the company as recorded in the application section of this document.

Warranty Period means the warranty period as provided by the manufacturer and as noted in the documentation relevant to that piece of Hardware.

We, Us or **Our** means ATS.

2. **Period**

2.1 **'Break and Fix' Support Plan**

- (a) This clause 2.1 will only apply to you if you have elected to take up the Support Services under the 'break and fix' Support Plan. Clause 2.2 is excluded.
- (b) Each Support Ticket lodged is a separate engagement under these terms and you will be bound for the Term.
- (c) Either party may terminate this agreement by giving written notice. Provision of the Support Services is dependent upon maintaining your payment made prior to the period for which the payment applies. We reserve the right to decline access to Support Services if payment is not received prior to the due date.

2.2 'Standard' Support Plan

- (a) This clause 2.2 will apply to you if you have elected to take up the Support Services under the 'standard' Support Plan. Clause 2.1 is excluded.
- (b) This agreement and the Initial Term begins on the Commencement Date and, unless terminated earlier in accordance with clause 10, continues for a period of 12 months.
- (c) The Initial Term will automatically renew for one or more further 12-month periods on the terms and conditions then in effect (**Extended Term(s)**), with each Extended Term commencing on the day after the expiry of the Initial Term or anniversary of that date (as the case may be), unless you give us written notice at least one month prior to the expiry of the Initial Term or the then-current Extended Term (as the case may be) that you do not wish to renew the term of this agreement.
- (d) If we notify you in writing of any variation to the terms of this agreement, including the Schedule of Charges or the monthly fee, prior to the renewal of this agreement, then upon renewal you will be deemed to have accepted those changes and this agreement is varied to the extent of those changes.

3. Support

3.1 Support Inclusions

- (a) For the Term, we will provide the Support Services to you in accordance with the terms of this agreement and your elected Support Plan, subject to:
 - (i) all Payments being up to date; and
 - (ii) you complying with all obligations under this agreement.

3.2 Support exclusions

- (a) Unless otherwise agreed in writing, we have no liability for, and are not required to provide Support Services under this agreement to the extent the Support Ticket and/or service request relates to:
 - (i) Support Services outside of Business Hours;
 - (ii) information provided by you that is inaccurate or incorrect;
 - (iii) damage due to external causes outside our control including accident, disaster, electrical fault, power surges, lightning, internet connection fault, vandalism or burglary;
 - (iv) you not following our written instructions for the ATS Software;
 - (v) damage caused by non-ATS personnel installing or modifying the ATS Software;
 - (vi) yours or your third party's incorrect and/or abnormal use of the ATS Software and/or any repair or damage caused by such misuse;

- (vii) any malfunction or specific requirement of the Customer Environment or any other item of hardware or software that you have linked to the ATS Software;
 - (viii) correction of errors in any non-ATS proprietary software or other software not supplied by us;
 - (ix) your data that is lost or damaged due to reasons not attributable to us;
 - (x) you changing the Customer Environment (other than as agreed in writing);
 - (xi) where you have not installed or maintained any error correction, current updates or new releases supplied or made generally available by us or other relevant third party manufacturers;
 - (xii) repair necessitated by a virus or denial-of-service attack (or similar) in the Customer Environment;
 - (xiii) the ATS Software demonstrates a fault, or capability limitation, for which we have not or do not intend to release a correction;
 - (xiv) where the Customer customises the Software (when customisations are permitted under its licence terms);
 - (xv) any other services not included in the Support Services.
- (b) The Support Services specifically exclude any other service offerings from us which are the subject of a further agreement or additional terms and conditions. This may include such services as, consulting and training.
- (c) We may at our option provide the services stated in clause 3.2(a) for an Additional Support Charge.

3.3 Who is entitled to request assistance under this Agreement?

- (a) To ensure a clear line of communication, security and integrity of the Hardware and ATS Software and that unnecessary costs are not incurred by you, we will only provide the Support Services to:
- (i) you; and
 - (ii) your Authorised Contacts.
- (b) We will not deal with or take any request from a person who is not an Authorised Contact. Where an unauthorised person contacts us, we will not be required to act or log any Support Ticket and we will inform the person that they must speak have an Authorised Contact log a Support Ticket.
- (c) We will not release the details of any Authorised Contact.

3.4 How do you log support requests?

- (a) Any request for Support or Support Services must be logged by a Support Ticket.

- (b) Once a Support Ticket has been lodged, we may require additional information to provide the Support Services before we are able to commence any work. Such additional information may include (but not be limited to):
 - (i) system or software error codes;
 - (ii) screenshots;
 - (iii) confirmation of operating system;
 - (iv) confirmation of current software versions; and
 - (v) details of any change to the Hardware, ATS Software or Customer Environment that has recently occurred by a third party not being us.
- (c) You acknowledge and agree that Support Tickets do not constitute a replacement for training or education. Support Tickets that are deemed to be knowledge related and concerning an area in which you have received proper training and education and/or there is sufficient documentation, then any response will be provided as a mutually agreed Additional Support Charge.
- (d) There is no limit to the number of Support Tickets you can log with us during the Term.
- (e) We retain the right to limit the total time we spend delivering a Support Service under this agreement for any one Support Ticket.
- (f) After Hours support will be only provisioned in our discretion.

3.5 KPI's and Response Times

- (a) We may establish and set one or many KPI Policies in relation to Support Tickets submitted, which if set, we must use all reasonable endeavours to meet or better.
- (b) We may at least once per annum present a report detailing an analysis of our performance under the KPI Policies established.
- (c) Where you have not made a payment in accordance with clause 5.3 or Support Services have otherwise been suspended under this agreement:
 - (i) we are not required to meet or better any KPI Policies response times for any Support Ticket lodged; and
 - (ii) any Support Tickets lodged by you will not be included in the reporting and statistics of any KPI Policies.
- (d) Without limiting clause 3.5(a) above:
 - (i) any of our KPI Policies do not form part of this agreement and are not intended to be contractual in nature; and

- (ii) you acknowledge that we may implement, vary or rescind any of the KPI Policies that have been established from time, in our absolute discretion and without any limitation on our capacity to do so.

4. Onsite Support and Travel

- (a) Following the lodgement of a Support Ticket (and any additional information as required) should any issue, in our discretion, require a technician to attend your Site, such will be provided in accordance with the Schedule of Charges.
- (b) Where a technician is required to attend your Site to resolve a Support Ticket, you must ensure that an Authorised Contact will be attendance for the time a technician is at your Site.
- (c) You or your Authorised Contact will be asked to sign off on all works performed by the technician that attends your Site on the date the work is performed.
- (d) Where you are located more than 250kms (round trip) from the ATS Head Office, we will provide you with the option of:
 - (i) having one of our technicians attend the Site (to which there may be a delay and additional costs due to associated travel); or
 - (ii) sourcing a competent technician from your local area.

You will be informed of any additional cost before any work is undertaken.

5. Charges

5.1 Charges under the Support Plan

- (a) Where you have elected to take up the 'break and fix' Support Plan, you will be charged:
 - (i) only for each Support Ticket lodged;
 - (ii) in accordance with the Schedule of Charges;
 - (iii) Additional Support Charges; and/or
 - (iv) any other amount as quoted and/or invoiced by us to you.
- (b) Where you have elected to take up the 'standard' Support Plan, you will be charged:
 - (i) a monthly fee, in accordance with the Schedule of Charges, for the Initial Term and any Renewal Term;
 - (ii) any amount in accordance the Schedule of Charges;
 - (iii) Additional Support Charges; and/or
 - (iv) any other amount as quoted and/or invoiced by us to you.

5.2 Additional Charges

- (a) We may charge an Additional Support Charge in circumstances where:

- (i) Support Services are provided After Hours;
- (ii) where Support Services are provided at your Site and the Site is located more than 250kms (round trip) from the ATS Head Office;
- (iii) where Support Services are provided at your Site and an Authorised Contact has not been made available;
- (iv) where there is any change in the Customer Environment;
- (v) in the event that:
 - (A) the provision of the Support Services is delayed and the delay is attributable to the action or inaction of you;
 - (B) we are required to perform services in circumstances other than those expressly or reasonably anticipated;
 - (C) the provision of the Support Services requires a visit to the Site;
or
 - (D) there is a change in the timing or complexity of the Support Services;

and such circumstances are not a result of a breach of the agreement by us, then we shall be entitled to apply an Additional Support Charge.

- (vi) where an onsite visit is required to remedy the Support Ticket and it is determined that the Support Ticket could have been resolved by Remote Connection or is as a result of any error or issue not within our control, then we may charge you for travel expenses including (but not limited to):
 - (A) flights;
 - (B) accommodation; and
 - (C) any local technician.

5.3 Terms

- (a) You must ensure that all Payments under this agreement must be made in full in accordance with the time period noted on each invoice issued by us.
- (b) We may withhold Support Services under this agreement if you fail to pay by the due date any Payment under this agreement. We will resume providing Support Services when we receive in full the amount for all Payments owing under this agreement.
- (c) We may require that any amount under this agreement to be paid by direct debit and pass on any cost associated with the direct debit to you.
- (d) If you dispute the whole or any portion of the claim in an invoice submitted by us, you shall pay the portion of the amount stated in the invoice which is

not in dispute and shall notify us in writing (within seven days of receipt of invoice) of the reasons for disputing the remainder of the invoice.

6. Obligations

6.1 Your obligation

- (a) Under this agreement, you have certain responsibilities. If you fail to meet any of these responsibilities and the need for Support Services arises from the failure, that Support will not be covered by this agreement.

6.2 What are your responsibilities under this agreement?

- (a) Your responsibilities under this agreement are to:
 - (i) to report all problems as soon as practical;
 - (ii) to act on and/or report system warnings and error messages as soon as practical;
 - (iii) to ensure that ATS software is not used on any computer equipment that connects to the database using wireless network equipment;
 - (iv) to grant us reasonable physical access or access via a Remote Connection to your Hardware with appropriate security privileges to enable us to deliver the support service requested;
 - (v) to follow all directions, instructions and requests made by us in relation to any Support Ticket;
 - (vi) updating and maintaining the ATS Software and Hardware in the manner prescribed by us from time to time;
 - (vii) install such software as we may require or approve on the Hardware;
 - (viii) install such software as we may require to establish a Remote Connection; and
 - (ix) where any part of the Customer Environment is not provided by us, have any diagnosis, maintenance and repair undertaken as required and immediately before lodging a Support Ticket.
- (b) You and any Authorised Contact must work with and fully co-operate with us in full for the resolution of any Support Ticket, including:
 - (i) providing a reasonable work area;
 - (ii) providing required access to the Site and Hardware to allow us to diagnose and repair any issue noted in a Service Ticket.
- (c) In order for us to supply the Support Services, you must:
 - (i) ensure that all undisputed payments for Support Services are up to date;
 - (ii) ensure that the Customer Environment is in good working order and complies with the minimum specifications as required when installed

or provided in any documentation provided by us at the time of installing the Hardware and/or ATS Software;

- (iii) ensure that you are running a supported version of the ATS Software;
- (iv) ensure that your personnel are suitably qualified and adequately trained in the use of the ATS Software as advised by us;
- (v) let us know of any defect in the operation of the ATS Software as soon as you become aware of the defect;
- (vi) submit all required information into the Support Ticket;
- (vii) grant our personnel access to the Site and Customer Environment (including relevant passwords and/or data) reasonably required by us to perform our obligations under this agreement. We will comply with your security and workplace policies where they are provided to us in advance;
- (viii) provide all other reasonable information, including but not limited to sample data, error logs and error messages, and assistance that we require to replicate and resolve your Support Ticket;
- (ix) if required, make its suitably qualified and informed personnel available to assist us to replicate the problem, undertake testing of resolutions provided by us, and otherwise assist us to resolve the problem.

7. Suspension of Support Services

- (a) We may immediately suspend the provision of Support Services if you have:
 - (i) not paid any undisputed Payment by the due date;
 - (ii) not paid any other undisputed amount due under any agreement to licence or purchase the ATS Software;
 - (iii) do not have the required entitlement to Support under your elected Support Plan; or
 - (iv) not met one or more of its obligations under this agreement which generally prevents or obstructs us from delivering one or more Support Services.

8. Product Warranties

8.1 Warranties

- (a) In Australia our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

- (b) For any Hardware that is sold or otherwise supplied by us:
 - (i) only the Warranty Period will apply;
 - (ii) we do not provide an additional warranty beyond the manufacturer's warranty;
 - (iii) which is still under a manufacturer's warranty and does not meet a Consumer Guarantee, you may seek from us:
 - (A) a repair;
 - (B) a replacement; or
 - (C) a refund;to which we will cover the cost of any required repair or replacement required. We do not warrant the availability of spare parts and repair facilities.
 - (iv) alternatively, you may contact the manufacturer of the Hardware directly if the Hardware does not meet a Consumer Guarantee of:
 - (A) acceptable quality;
 - (B) matching the description;
 - (C) any extra promise made on the packaging of the Hardware, such as performance, condition and quality; and
 - (D) repairs and spare parts.
- (c) For any Hardware sold by ATS which is under a 'Next Business Day' warranty as noted on your original quote supplied by us and agreed to by you, the provisions of clause 8.1(a) and (b) will apply with the addition of any labour costs incurred in the repair or replacement of the Hardware or its parts, will be covered by us.
- (d) For any Support Service provided by us, if the Support Service does not meet any of the Consumer Guarantees, then you may cancel the Support Service.
- (e) Our responsibility to repair or replace the Hardware is your exclusive remedy except where you have other remedies under law.
- (f) If the Hardware malfunctions after the Warranty Period expires, there is no express warranty of any kind.

8.2 Process

- (a) After you return the Hardware to us or the manufacturer, we or the manufacturer will inspect the Hardware.
- (a) If we or the manufacturer determine that the Hardware malfunctioned due to a defect in materials or workmanship during the Warranty Period under Normal Use Conditions, we or the manufacturer will (in its option where permitted by law) repair or replace it, or refund the purchase price to you.

Hardware presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the Hardware.

8.3 Exclusions

- (a) We are not responsible and the warranties in this clause 8 do not apply if the Hardware is:
 - (i) damaged by use with products not sold or licensed by us or authorised by us;
 - (ii) opened modified, tampered with, or its serial number is altered or removed;
 - (iii) damage caused by any external cause (including, for example, by being dropped, exposed to liquid or used with inadequate ventilation);
 - (iv) damaged is caused by the Customer Environment (including any electrical fluctuation);
 - (v) not utilised in accordance with any instruction manual or other directive provided;
 - (vi) scratched, dented, or shows other cosmetic damage;
 - (vii) repaired by anyone other than us or a person or company approved by us;
- (b) In addition to the exclusions at clause 8.3(a), the Consumer Guarantees do not apply if you:
 - (i) received the Hardware you ordered but have:
 - (A) simply changed your mind;
 - (B) found it cheaper somewhere else; or
 - (C) decided you did not like the purchase or had no use for it;
 - (ii) misused the Hardware in any way that caused the problem;
 - (iii) knew of or were made aware of the faults before you bought the Hardware; and
 - (iv) asked for a Support Service to be done in a certain way against our advice or were unclear about the Support Service you required.
- (c) The warranties in this clause 8 do not apply to consumable parts that are designed to diminish over time unless the failure has occurred due to a defect in materials or workmanship in those parts.
- (d) We do not guarantee that your use of the Hardware will be uninterrupted, timely, secure, or error-free, or that data loss will not occur.

9. Service Warranties

- (a) We warrant that:
 - (i) we will supply the Support Services with all due care and skill and in a professional manner consistent with generally-accepted industry standards; and
 - (ii) our entry into and performance of our obligations under this agreement will not infringe the rights of any third party or cause you to be in breach of any obligations to a third party.
- (b) We do not warrant that all Support Tickets will be able to be fixed or resolved and fixed or resolved in any specific period of time, where the information as noted in clause 3.4 has not been provided.

10. Termination

- (a) We may at any time, and without prejudice to our right to recover all moneys payable under this agreement, terminate this agreement by notice to you if:
 - (i) you fail to pay punctually any Payment or other moneys payable under this agreement; or
 - (ii) you become bankrupt or execute any assignment for the benefit of, or compound with, your creditors or (if you are a Company) any order is made or resolution passed for your winding up or a receiver or official manager is appointed.
- (b) Without limiting the generality of any other clause in these terms and conditions this agreement will terminate automatically and with immediate effect if:
 - (i) any licence agreement for the ATS Software is terminated for whatever reason; or
 - (ii) you for any reason destroy, dispose of or lose custody of the ATS Software, which may include selling your business.
- (c) Without limiting the generality of any other clause in this agreement, either party may terminate this agreement immediately by notice in writing if:
 - (i) any software licence agreement applicable to the ATS Software is terminated for whatever reason;
 - (ii) the other party is in breach of any term of this agreement and such breach is not remedied within 30 days of the first party notifying it of the breach;
 - (iii) either party becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; or
 - (iv) either party ceases or threatens to cease conducting its business in the normal manner.

- (d) If this contract is terminated pursuant to clause 10(b) or clause 10(c), we may, in addition to terminating the agreement:
 - (i) repossess any of our property in your possession, custody or control;
 - (ii) retain any moneys paid in respect of products and services provided to you prior to termination, provided that we shall refund moneys previously paid by you pursuant to this agreement for goods or services not provided by us to you;
 - (iii) charge a reasonable sum for work performed in respect of work for which no sum has been previously charged;
 - (iv) be regarded as discharged from any further obligations under this agreement; and
 - (v) pursue any additional or alternative remedies provided by law.

11. Confidentiality

- (a) During the Term, the parties may exchange Confidential Information, and each party agrees to protect the Confidential Information of the other party in accordance with this clause 11.
- (b) The party receiving Confidential Information (a “Recipient”) will use the Confidential Information disclosed to it by the other party (“Discloser”) only for the purposes of this agreement, and will take reasonable steps to protect and safeguard the Confidential Information and to prevent:
 - (i) any use of Confidential Information in breach of this agreement;
 - (ii) the Confidential Information being entered into a computer database or network that is not solely operated by it; and
 - (iii) communication of Confidential Information to any unauthorised third parties.
- (c) The Recipient may disclose Confidential Information only to those of its employees, directors, advisors and agents of third party contractors (together “Authorised Persons”) who:
 - (i) have a need to know (and only to the extent that each has a need to know); and
 - (ii) are aware that Confidential Information must be kept confidential.
- (d) The obligations of confidentiality under this agreement do not extend to information that:
 - (i) is rightfully known to or in the possession or control of the Recipient and not subject to an obligation of confidentiality on the Recipient;
 - (ii) is public knowledge (otherwise than as a result of a breach of this agreement);
 - (iii) is disclosed by the Recipient with the Discloser’s written approval; or

- (iv) the Recipient is required by law to disclose, provided that the Recipient shall immediately and before the disclosure is made, notify the Discloser in writing of such legal requirement.

12. Sub-contracts

- (a) We may, without your consent:
 - (i) sub-contract for the performance of the agreement or any part of the agreement;
 - (ii) engage individuals on a sub-contract or consultancy basis, whether or not operating under a corporate structure, to assist in the provision of services pursuant to this agreement; and
 - (iii) all clauses in this agreement will equally apply to the sub-contractor, provided that no such sub-contract shall release us from our obligations to provide services to you. No additional agreement will be required between you and our sub-contractor.
- (b) For convenience, we may outsource the technician where reasonable or practical to do so. Any technician that attends on-site to resolve Your Support request, will do so in accordance with Our Schedule of Charges.

13. Indemnity, Liabilities and Consequential Loss

- (a) Nothing in this agreement excludes, restricts or modifies any condition, warranty, right or remedy available under statute our liability for any breach, including any consequential loss you may sustain or incur, will be limited to:
 - (i) re-supply of the services that were the subject of the breach; or
 - (ii) the payment of the costs of having the services supplied again; as we may select. Subject to this clause all conditions and warranties which would or might otherwise be implied in this agreement are hereby excluded to the extent permitted by law.
- (b) Subject to clauses 8 and 13(a) our liability for any breach of this agreement or for provision of services or goods under, or incidental to, this agreement is limited to the amount of the amount of any Payments made to us. We will not be liable for any indirect or consequential damage (including but not limited to loss of profits) whether in connection with or arising out of the supply or use of any goods or services under this agreement or otherwise.
- (c) You indemnify us against any loss, damage or injury sustained by our servants or agents or caused to Your property while our servants or agents are working at the Site in any way in connection with the performance of our obligations.

14. GST

14.1 Interpretation

In this clause 14, a word or expression defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has the meaning given to it in that Act.

14.2 GST gross up

If a party makes a supply under or in connection with this agreement in respect of which GST is payable, the consideration for the supply but for the application of this clause 14.2 (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

14.3 Reimbursements

If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 14.2.

14.4 Tax invoice

A party need not make a payment for a taxable supply made under or in connection with this agreement until it receives a tax invoice for the supply to which the payment relates.

15. General Terms

15.1 Miscellaneous

- (a) This agreement alone constitutes the agreement between us in relation to the provision of support and supersedes and overrides all prior discussion between the parties and their servants and agents.
- (b) Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this document and any transaction contemplated by it.
- (c) A term or part of a term of this document that is illegal or unenforceable may be severed from this document and the remaining terms or parts of the term of this document continue in force.
- (d) The rights and obligations of the parties under this document do not merge on completion of any transaction contemplated by this document.
- (e) If a provision of this document is invalid or unenforceable in a jurisdiction:
 - (i) it is read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
 - (ii) it does not affect the validity or enforceability of:
 - (A) that provision in another jurisdiction; or
 - (B) the remaining provisions.

- (f) Any indemnity or any obligation of confidence under this Agreement is independent and survives termination of this agreement. Any other term by its nature intended to survive termination of this agreement survives termination of this Agreement.

15.2 Assignment

- (a) We may, at any time, assign or novate all our rights and obligations under this agreement. You may not assign your rights under this agreement without our prior written consent.
- (b) If we assign or novate our rights and obligations under this agreement we will have no further liability under this agreement after the date of the assignment of novation.

15.3 Governing law and jurisdiction

- (a) Queensland law governs this agreement.
- (b) The parties irrevocably and unconditionally:
 - (i) submit to the exclusive jurisdiction of the courts of Queensland, Australia; and
 - (ii) waive any claim or objection based on absence of jurisdiction or inconvenient forum.

15.4 Notices and other communications

- (a) A notice, demand, consent, approval or communication (**Notice**) must be:
 - (i) in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Details, as varied by any Notice given by the recipient to the sender.
- (b) A Notice given in accordance with clause 15.4(a) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:
 - (i) if hand delivered, on delivery;
 - (ii) if sent by prepaid post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
 - (iii) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice unless, within eight Business Hours after the transmission, the recipient informs the sender that it has not received the entire Notice,but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

15.5 Variation of terms

- (a) We reserve the right to alter or cancel the terms and conditions as required with 30 days' notice.
- (b) Any request for Support Services or lodgement of a Support Ticket following notice under clause 15.5(a) will mean that you agree to that variation of the terms as notified.
- (c) You must immediately stop utilising any Support Service or from lodging any Support Tickets if you do not agree to any variation of the terms as notified.

16. Complaints Handling

We strive to continually improve our customer service experience and operations. Should any experience not meet your standards, please inform us in writing to info@addictive.net.au so we can respond accordingly.