

IMPORTANT

CONSULTATION MANAGER TERMS AND CONDITIONS READ THIS AGREEMENT CAREFULLY

MySite Design Pty Ltd (ACN 104 027 812) ("Us") have developed and have the right to grant Subscriptions to You to use the Application.

You should carefully read the following terms and conditions before accepting or using this Application. Your acceptance of these terms or use of this Application in any manner indicates Your acceptance of the terms of this Agreement which govern Your Subscription for access to the Application.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the contrary intention appears:

"Additional Contract Details Form" means the form described as such and attached as Schedule 1 to these terms and conditions;

"Agreement" means these terms and conditions together with any Additional Contract Details Form and the Customer Registration Form;

"Application" means the computer software application, more specifically called "Consultation Manager", and its associated mobile apps and plug-ins which is to be made available by Us to You pursuant to this Agreement;

"Charges" means the charges for the Services as specified in the Customer Registration Form as 'Charges for Services' unless any different charges are specified in the Additional Contract Details Form, in which case the charges set out in the Additional Contract Details Form will prevail;

"Commencement Date" means the date You first have access to this Application;

"Confidential Information" means the confidential information of a Party which relates to the subject matter of the Agreement and includes:

- (a) information relating to the technology and design of the Application and the Intellectual Property in the Application;
- (b) confidential information relating to Your Data;
- (c) information relating to Our personnel, policies or business strategies;
- (d) information relating to the terms upon which the access to the Application is provided to You pursuant to this Agreement;

"Customer Registration Form" means the form described as such and attached as Schedule 2 to these terms and conditions;

"Fixed Contract Period" means the period so specified in clause 2;

"Force Majeure" means a circumstance beyond the reasonable control of the Parties which results in a Party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include but shall not be limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster;

- (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damages, sabotage and revolution; and
- (c) strikes;

"Initial Records Threshold" means the limit of records in a Client's system at any time as set out in the Item 2 of the Additional Contract Details Form but if exceeded, will move to the Next Records Threshold;

"Intellectual Property in the Application" means jointly and severally any IP Rights as they relate to the Application, and any modifications or enhancements to the Application after commencement of this Agreement;

"IP Rights" includes copyright, trade mark, design, patent, semiconductor or circuit layout rights, trade or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere, or protected by statute from time to time, whether created before or after the commencement of this Agreement;

"Next Records Threshold" means the next threshold limit for total records in a Client's system specified in Item 4 of the Additional Contract Details Form (or if Item 4 is not completed, applying under the Supplier's then current pricing terms) after the threshold upon which the Client's Records Threshold Pricing is at any time calculated during the term of this Agreement is exceeded.

"Next Records Threshold Pricing" means the pricing that applies to the Next Records Threshold specified in Item 4 of the Additional Contract Details Form (or if Item 4 is not completed, the then current Records Threshold Pricing which applies to the Next Records Threshold once reached).

"Records Threshold Pricing" refers to the annual cost of any goods and/or services provided under this Agreement which is based upon the total records in a Client's system (whether actual or estimated).

"Service Level Agreement" means the service level agreement published on our website which may be varied from time to time;

"Services" means access to the Application;

"Subscription" means the subscription by You to access the Application in accordance with and during the term of the Agreement;

"Term" means the Fixed Contract Period and any Subsequent Term/s subject to clause 2.2;

"Us" or **"Supplier"** means Mysite Design Pty Ltd (ACN 104 027 812) or any successor in business and includes **"Our"** and **"We"**;

"You" or **"Client"** means the customer purchasing the Subscription to use the Application as described in the Customer Registration Form and **"Your"** refers to you also;

"Your Data" means data owned or supplied by You to which We are provided access pursuant to the Agreement or data which may otherwise be generated, compiled, arranged or developed using the Application by You but excluding the Intellectual Property in the Application.

1.2 Interpretation

In the interpretation of this Agreement, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;

- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a Government Authority, and other legal entities, and where necessary, include successor bodies;
- (d) references to writing include printing, typing, facsimile and other means of representing or reproducing words, figures, drawings or symbols in a visible and tangible form, in English;
- (e) references to signature and signing include due execution of a document by a corporation or other relevant entity;
- (f) references to months mean calendar months;
- (g) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders-in-council, rules, by-laws and ordinances made under those statutes;
- (h) references to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (i) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement;
- (j) where any word or phrase is given a defined meaning, another grammatical form of that word or phrase has a corresponding meaning;
- (k) each paragraph or sub-paragraph in a list is to be read independently from the others in the list;
- (l) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented or replaced from time to time; and
- (m) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. DURATION OF AGREEMENT

2.1 Fixed Contract Period

The fixed contract period of this Agreement shall commence on the Commencement Date and continue for the period of three (3) calendar years, unless the Additional Contract Details Form specifically states a different fixed contract period, in which case the fixed contract period will be the fixed contract period stated in the Additional Contract Details Form (Fixed Contract Period).

2.2 Termination

At the end of the Fixed Contract Period and any subsequent terms, the Agreement shall be automatically renewed for a further term of the same duration to the Fixed Contract Period (Subsequent Term/s). You may terminate any automatic renewal of the Agreement during the Fixed Contract Period or any Subsequent Term (as the case may be) by notice in writing to Us at least thirty (30) days prior the commencement of any Subsequent Term, failing which this Agreement will continue for the full Subsequent Term.

2.3 Charges payable on early termination

For the avoidance of doubt, clause 7.1 applies if this Agreement is terminated before the end of the Fixed Contract Period or Subsequent Term/s so that Charges for the full Fixed Contract Period or Subsequent Term (as the case may be) remain payable.

3. PROVISION OF ACCESS TO APPLICATION

3.1 Access

During the Term of this Agreement, We will provide You with the Services in the manner specified in the Service Level Agreement but subject to these terms and conditions, including clause 4.

3.2 Customisation

We shall undertake the customisation of the Application to the specifications and requirements and for the cost as described in Item 7 of the Additional Contract Details Form (if any) and as may otherwise be agreed by You and Us in writing.

3.3 Intellectual Property

Intellectual Property in the Application and any associated customisations or enhancements or modifications, whether at Your request or otherwise, is retained by Us. Nothing in this Agreement is to be taken to be a transfer or assignment of these rights to You.

4. SERVICE LEVEL

4.1 Your Acknowledgement

- (a) You acknowledge and agree that:
 - (i) as with all computers, and internet driven software applications:
 - A. there may be times that Our chosen server is not operational, or has been shut down for maintenance;
 - B. there may be software errors or other interruptions in use affecting Our chosen server or the Application;
 - C. despite taking all reasonable security measures, Our chosen server is vulnerable to hackers, viruses, and unauthorised access and We can not guarantee the integrity of data, and that as a result of any of these events there may be interruption of Your business.
 - (ii) Persons with access to Your username and password may access Your profile and Your client information.
 - (iii) If Your username and password are intercepted Your information may be accessed, changed and/or copied.
 - (iv) In accordance with clause 11, we will have no liability to You for anything referred to in this paragraph 4.1(a)
 - (v) You are responsible for any breach of security at Your premises or to your computer system, which results in any loss or damage to Us and We are equally responsible for any

breach at Our premises or to Our computer system, which results in any loss or damage to you

4.2 Malfunction

We do not warrant that the Application is or will be completely error free.

4.3 Our Right to vary our System

We may exercise Our discretion as to the configuration of Our system and the nature and manner of internal technical support applied to the Application and, for the removal of doubt, We may vary Our procedures without prior notification to You as long as they are not detrimental to You.

4.4 Failure of the Application

We shall not be responsible for any failure of the Application if such failure is caused by factors beyond Our reasonable control including, but not limited to, a Force Majeure event, telecommunications failure or fault, defective network or Internet connections, poor reception, defective equipment utilised by or incorrect operation by You of Your own access facilities, or the loss of service from the service provider hosting the Application.

5. CUSTOMER DATA

5.1 Your Data

Subject to any lien arising because of unpaid Charges and subject further to any encumbrances arising outside Our control, We acknowledge that Your Data remains the property of You.

5.2 Back Up Data

We shall, at least five (5) days a week, make backup copies of Your Data in the manner and at intervals so prescribed by Us from time to time.

5.3 Promises regarding your Data

- (a) You agree that you must take all reasonable care to ensure that all information and files that You upload onto Our chosen server:
 - (i) do not knowingly contain any viruses, and that You will take all reasonable measures to ensure that all information and files remain free from any viruses;
 - (ii) do not infringe the copyright of another person or organisation, and do not infringe any other industrial or intellectual property rights, or privacy rights, of another person or organisation;
 - (iii) are not defamatory, offensive, or obscene;
 - (iv) are not misleading or deceptive or likely to mislead or deceive;
 - (v) are not illegal.
- (b) We may remove or alter any data that does not comply with paragraph (a).

5.4 Marketing and Promotion

With your prior written consent (consent must not be unreasonably withheld) You hereby irrevocably acknowledge and agree that with prior written consent we may use your logo or organisation name on our marketing collateral in any form or medium, (including but not limited to our website, sales proposals, information sheets, social media posts, and public displays) to indicate or represent that you are a current client of Our business. For the purpose of this clause, You give us a non-exclusive, worldwide, fee-free licence to use the IP Rights in your logo or organisation name whilst you use any of our services for the limited purposes set out in this clause unless revoked by written notice by you to us given in accordance with this Agreement.

6. YOUR FACILITIES

6.1 Your Hardware

You shall be responsible for providing Your own internal facilities and equipment necessary for accessing the Application.

6.2 Assistance

We shall, upon request from You, supply such information and assistance as is reasonably required by You to enable You to prepare and install Your own access facilities, at such cost as We shall agree from time to time.

6.3 We aren't Responsible

Notwithstanding clause 6.2, We accept no responsibility for any deficiency in Your access facilities unless such deficiency is the result of Our application.

7. CHARGES

7.1 You must pay Charges

- (a) You shall pay the Charges at the rate and in the manner specified in the Customer Registration Form or the Additional Contract Details Form, whichever is applicable without set off, demand or counterclaim. You agree to pay Our Charges when requested and that where any of Our Charges are payable in advance of a future period (and for the avoidance of doubt, this applies to annual renewal fees invoiced 60 days in advance and payable 30 days in advance of your Commencement Date Anniversary and for new agreements, this is payable within 30 days of your Commencement Date), then those Charges are payable in consideration of Us making available the Application and any of our other goods and services to You for the period to which that Charge relates and subject to clause 13.4, is not refundable or rebateable in any instance.
- (b) In the event this Agreement is terminated prior to the end of any Fixed Contract Period or Subsequent Term, Charges for the remaining period of the Fixed Contract Period or Subsequent Term as provided by the Additional Contract Details Form (as varied by this Agreement) will be payable by You within 14 days of the date of termination (and assuming

any Records Threshold Pricing remain the same as at the date of termination for the remainder of the Fixed Contract Period or Subsequent Term) ('Termination Payment'). It is agreed that the Termination Payment is either a fee for service and in consideration of Us making the Application available for the Fixed Contract Period or Subsequent Term (as the case may be) and/or is not a penalty and is a genuine pre-estimate of the loss we will suffer from early termination, bearing in mind the Application is a SaaS service.

- (c) Subject to Your ability to cancel Your Subscription pursuant to clause 7.3, You agree to pay Our increased Charges of which You are notified under clause 7.3. You will pay invoices sent by Us or Our nominated agent within thirty (30) days. If an invoice is unpaid for sixty (60) days, We may cancel your Subscription without further notice to You and You will not have access to the Application or Your Data. You also understand and agree that there will be a setup fee charged to re-enable Your access to the Application.

7.2 Exclusion of Taxes

The Charges are exclusive of taxes, duties and charges imposed or levied in connection with Your access to the Application. Without limiting the foregoing, You shall be liable for any new taxes, duties or charges imposed subsequent to the Commencement Date in respect of the Access to the Application.

7.3 Increases in Charges

We may increase the Charges from time to time on the anniversary of the Commencement Date. You will be notified by Us of any increased Charges at least thirty (30) days before the increase takes effect. If the increase in Charges is by 3.0% or less, You agree to pay the increased Charges and there is nothing that You need to do. If the increase in Charges is greater than 3.0%, and You do not agree to pay the increased Charges, You may notify Us within 30 days and request that We cancel Your Subscription, which we will do within 7 days of receipt of your Request.

7.4 Fixed Prices

- (a) Subject to clause 7.3, any Records Threshold Pricing payable by the Client under this Agreement will remain fixed and as set out in Item 3 of the Additional Contract Details Form subject to the Initial Records Threshold set out in Item 2 of the Additional Contract Details Form not being exceeded at any time during the Fixed Contract Period.
- (b) In the event that the Initial Records Threshold is exceeded at any time during the Fixed Contract Period, the Client must pay to the Supplier a pro-rata amount equal to the difference between the Next Records Threshold Pricing and the Records Threshold Pricing payable by the Client prior to the Initial Records Threshold being reached based on the number of days left in the relevant one year period. The Next Records Threshold Pricing will remain fixed unless and until the Client exceeds the Next Records Threshold.
- (c) Any special conditions set out in Item 5 of the Additional Contract Details Form override clauses 7.3 and 7.4.

8. COMPLIANCE WITH LAW

8.1 No Liability for Your breaches of laws

We are under no obligation to You under this Agreement or otherwise if and to the extent Your access to the Application constitutes a breach of any relevant law or regulation by You.

8.2 Delivery of Your Data where lawfully required

If required by any applicable law or legally binding order of any court, government, semi-government authority or administrative or judicial body or the applicable rules of any securities exchange, we may disclose Your Data or related data, documentation or records.

9. CONFIDENTIALITY

9.1 Disclosure

Subject to clause 8.2, a party shall not, without the prior written approval of the other Party, or as otherwise set out in the Agreement, disclose the other Party's Confidential Information. A Party shall not be in breach of clause 9.1 in circumstances where it is legally compelled to disclose the other Party's Confidential Information.

9.2 Employees

Each Party shall take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other Party's Confidential Information.

9.3 Privacy

- (a) This clause applies in addition to Our privacy policy posted on our website from time to time at <http://www.consultationmanager.com.au/> (**Privacy Policy**).
- (b) We will only store, process, disclose and use Your Data to provide the goods or services to you in accordance with the instructions you give us and as set out in the Privacy Policy and in accordance with this Agreement.
- (c) You must ensure that you have taken all legally necessary steps to allow us and our third party suppliers to collect personal information from Your users and contained in Your Data and to use, disclose, store and transfer such personal information in accordance with the Privacy Policy and these special additional privacy terms.
- (d) In particular, we rely on You to inform the persons who provide personal information contained in Your Data of our use and disclosure of personal information as described in our Privacy Policy. You agree that you must ensure you obtain consent from any of the persons who provide personal information contained in Your Data to provide or disclose information to us and You have generally complied with the

Privacy Act 1988 (Cth) from time to time in relation to such collection and use.

- (e) As providers of the Application, You acknowledge we do not collect personal information contained in Your Data and only You will know the purpose for which this personal information was collected or whether your processing of the information is outside the scope of this purpose. You agree that our storing, processing, disclosing and use of Your Data as part of the goods and services we supply to you or as otherwise permitted by this Agreement or Privacy Policy is in accordance with this purpose.

9.4 Authorised Disclosure

Notwithstanding any other provision of this clause, We may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to Our related companies, agents, solicitors, auditors, insurers or accountants.

9.5 Authorised Disclosure by You

Notwithstanding any other provision of this clause, You may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to Your related companies, solicitors, auditors, insurers or accountants.

9.6 Survival

This clause shall survive the termination of this Agreement.

10. IMPLIED TERMS

10.1 No Implied Terms

Subject to clause 10.2, any condition or warranty which would otherwise be implied in this Agreement is hereby excluded.

10.2 Terms Implied by Law

Where legislation implies in this Agreement any condition or warranty, and that legislation avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such condition or warranty, the condition or warranty shall be deemed to be included in this Agreement. However, Our liability for any breach of such condition or warranty shall be limited, at Our option, to one or more of the following:

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

11. MUTUAL LIMITATION OF LIABILITY

11.1 Limited Liability

Notwithstanding any other clause of these terms and conditions, the total liability of Us to You arising out of breach of our obligations under these terms and conditions (whether for breach of contract or warranty, under an indemnity, pursuant to any liquidated or other damages clause, for tort

including negligence, for strict liability or on any other legal basis) is limited to:

- (a) an amount equal to one year's Charges under this document;
- (b) minus any amount which you recover from another third party as a result of an action by you against that third party, and

notwithstanding any other provision of this Contract, neither party will be liable to the other under these terms and conditions in contract, tort or otherwise:

- (c) to the extent that any loss is caused or contributed to by the negligence or default by the other party or their personnel;
- (d) For any indirect consequential loss related to or connected with this Agreement. For the avoidance of doubt, this clause does not exclude or limit your liability for payment of Charges under these terms and conditions.

11.2 No Reliance on Representations

Subject to clause 11.3, You agree that You have not relied on any representation made by Us which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by Us.

11.3 Representations

You acknowledge that to the extent that We have made any representations which are not otherwise expressly stated in this Agreement, You have been provided with an opportunity to independently verify the accuracy of that representation.

11.4 Mutual Indemnity

Each party ("each an indemnifying party") shall at all times indemnify and hold harmless the other party, its officers, employees and agents ("those indemnified") from and against any loss (including reasonable legal costs and expenses) or liability reasonably incurred or suffered by any of those indemnified arising from any proceedings against those indemnified where such loss or liability was caused by:

- (a) a breach by the indemnifying party of its obligations under this Agreement;
- (b) any wilful, unlawful or negligent act or omission of the indemnifying party.

12. MUTUAL TERMINATION

12.1 Termination by a party

Without limiting the generality of any other clause in this Agreement, a party may terminate this Agreement immediately by notice in writing if:

- (a) the other party ("defaulting party") is in breach of any term of this Agreement and such breach is not remedied within thirty (30) days of the other party notifying the defaulting party of that breach;

- (b) A party becomes, threatens or resolves to become or are in jeopardy of becoming subject to any form of insolvency administration;
- (c) any party, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
- (d) any party, being a natural person dies; or
- (e) any party ceases or threatens to cease conducting its business.

12.2 Effect of Termination

If notice is given to You pursuant to clause 12.1, or this Agreement is otherwise ended by a Party (other than pursuant to clause 2.2 or clause 13.3), We may, in addition to terminating the Agreement, cancelling Your Subscription, and stopping Your access to the Application:

- (a) retain any moneys paid by You as referred to in clause 7.1;
- (b) charge a reasonable sum for work performed in respect of which work no sum has been previously charged;
- (c) be regarded as discharged from any further obligations under this Agreement; and
- (d) pursue any additional or alternative remedies provided by law.

12.3 Acknowledgment

You acknowledge and agree that:

- (a) We can suspend the operation of Your Subscription if You breach any promise or obligation in this Agreement;
- (b) if You cancel Your Subscription, or Your Subscription is cancelled or suspended by Us, You understand that You are not entitled to a refund of any prepaid amount since such charge is made in consideration of us making Your Subscription available for the period to which the Subscription fee relates.
- (c) if Your Subscription is cancelled:
 - (i) Your Data will be removed from all publicly accessible areas on the Application's server; and
 - (ii) Your Data will be stored for sixty (60) days and returned to you on request for a fee provided there are no outstanding amounts owing.

13. FORCE MAJEURE

13.1 No Obligation

Neither Party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement (other than a monetary obligation) if such delay is due to Force Majeure.

13.2 Suspension of Obligation

If a delay or failure of a Party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that Party's obligations will be suspended.

13.3 Termination

If a delay or failure by a Party to perform its obligations due to Force Majeure exceeds sixty (60) days, either Party may immediately terminate the Agreement on providing notice in writing to the other Party.

13.4 Refund

If this Agreement is terminated pursuant to clause 13.3 (but not otherwise), We shall refund, on a pro rata basis, moneys previously paid by You pursuant to this Agreement for goods or services not provided by Us to You.

14. SUB-CONTRACTS**14.1 Our Right**

We may sub-contract for the performance of this Agreement without obtaining Your prior consent provided that we remain responsible for our obligations to you under this Agreement.

15. ENTIRE AGREEMENT

These terms and conditions and the Customer Registration Form or Additional Contract Details Form jointly constitute the entire agreement between the Parties and supersedes all representations, agreements, statements and understandings whether verbal or in writing made or entered into prior to or after the Commencement Date.

16. ASSIGNMENT AND NOVATION**16.1 No Assignment by You Without Consent**

The benefit of this Agreement shall not be assigned by You without Our written consent.

Licenses of the Application are personal to You and licenses do not permit use by associated companies or any other person or entity other than employees, contractors or third parties who are reasonably required to access the system for use on Your Projects unless otherwise agreed in writing by Us.

17. WAIVER**17.1 Notice of Waiver**

No right under this Agreement shall be deemed to be waived except by notice in writing signed by each Party.

17.2 No Prejudice

A waiver by Us pursuant by clause 17.1, will not prejudice Our rights in respect of any subsequent breach of the Agreement by You.

17.3 No Waiver

Subject to clause 17.1, any failure by Us to enforce any clause of the Agreement, or any forbearance, delay or indulgence granted by Us to You, will not be construed as a waiver of Our rights under this Agreement.

18. VARIATION

Unless otherwise provided by these Terms and Conditions, no variation of this agreement is effective unless made in writing and signed by each party.

19. DISPUTES**19.1 Arbitration**

Any dispute arising in connection with the Agreement which cannot be settled by negotiation between the Parties or their representatives shall be submitted to arbitration in accordance with the Rules for the Conduct of Commercial Arbitrations for the time being of the Institute of Arbitrators Australia. During such arbitration, both Parties may be legally represented and each party will pay their own costs.

19.2 Negotiation

Prior to referring a matter to arbitration pursuant to clause 19.1, the Parties shall:

- (a) formally refer the dispute to their respective contract managers for consideration;
- (b) if the respective contract managers are unable to resolve the dispute after five (5) days (or such other period as is agreed between the Parties) from the date of referral, refer the dispute to the respective chief executive officers of each Party; and
- (c) in good faith explore the prospect of mediation.

19.3 Urgent Relief

Nothing in this clause shall prevent a Party from seeking urgent equitable relief before an appropriate court.

20. OUR RIGHTS

Any express statements of Our rights under this Agreement are without prejudice to any other of Our rights of expressly stated in this Agreement or existing at law.

21. SURVIVAL OF AGREEMENT**21.1 Succession**

Subject to any provision to the contrary, the Agreement shall enure to the benefit of and be binding upon the Parties and their successors, trustees,

permitted assigns or receivers but shall not enure to the benefit of any other persons.

21.2 Survival

The covenants, conditions and provisions of the Agreement which are capable of having effect after the expiration of the Agreement shall remain in full force and effect following the expiration of the Agreement.

22. SEVERABILITY

If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, the Agreement shall remain otherwise in full force apart from such provisions which shall be deemed deleted.

23. CONSUMER LAW ACKNOWLEDGEMENTS

- (a) You acknowledge and agree that:
- (i) you have, before signing these terms and conditions, read these terms and conditions (or have been given an opportunity to do so) and took or was given an opportunity to take legal advice and any other advice You considered appropriate about these terms and conditions;
 - (ii) before signing these terms and conditions, you were given an effective opportunity by Us or our agents to negotiate the terms of these terms and conditions, including an opportunity to reject these terms and conditions, and that, accordingly, in making this contract, You have either negotiated the terms or chosen not to negotiate the terms.
 - (iii) the terms and conditions are reasonable and balanced as between the rights and obligations of You and Us and that the terms and conditions are reasonably necessary and required to protect the legitimate interest of Us given the nature of the Application (and our valuable Intellectual Property in the Application) and Services.

24. GOVERNING LAW

This Agreement will be governed by and construed according to the law in the State of Queensland, Australia.

25. NOTICES AND ELECTRONIC COMMUNICATIONS

25.1 Method

Notices under this Agreement may be delivered by hand, by mail, by email or by facsimile to Us at the addresses specified in the Customer Registration Form, and to You at the addresses You specify to Us in Your Customer Registration Form.

25.2 Service

Notice will be deemed given:

- (a) in the case of hand delivery, upon written acknowledgement of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party;
- (b) in the case of posting, three (3) days after despatch;
- (c) in the case of facsimile or email, upon sending the transmission if sent before 5 pm on a business day or otherwise at the commencement of the first business day following transmission;
- (d) In this clause "*business day*" means Monday to Friday excluding public holidays in Brisbane CBD.

25.3 Counterparts and electronic signing

- (a) This document may be executed by one or more of the parties executing a counterpart, which may be a facsimile or electronic transmission copy of the document, and transmitting that executed counterpart by facsimile or electronic transmission to the party or parties. In such case, the sender's transmission record indicating that the same was duly received without error, or the receipt by the other party or by one of the other parties of the executed document by the sender, will be taken as conclusive evidence of the execution of the document by that party.
- (b) The parties consent to the use of electronic communication under the *Electronic Transactions (Queensland) Act 2001* (or equivalent legislation) and agree that either fax transmission or email can be used as a mode of communication for information given between the parties and their agents as well as for the purposes of signing documentation and the requirement for signing (whether under statute or otherwise) is taken to be met by electronic communication and electronic signing (and each party provides all necessary consents in this regard). A party agrees that, having given consent under this clause, they are estopped from claiming an electronic communication or signature is invalid.
- (c) This clause applies if this document or any ancillary document (each a Document) has been executed electronically by using an electronic execution service ("EES").
 - (i) Each party must:
 - A. comply, and must ensure that its authorised representatives comply with all processes and instructions concerning the use of the EES to execute and to give effect to a Document; and
 - B. refrain from engaging in any conduct which may place the other party or their representatives in breach of their obligations under any agreement with the provider of the EES for the provision of the EES.
- (d) The parties acknowledge and agrees that the date, time and location of the electronic execution by or on behalf of the a party of a Document may be recorded by the provider of the EES and may be used by a party in establishing when and where a Document was executed by or on behalf of the other party.
- (e) Each party must do anything and must ensure that the other party's employees and agents do anything that may be required by the other

party in order to give effect to a Document, including signing and delivering to the other party hard copies of a Document, if requested.

- (f) Where a party executes a Document electronically, the other party may also execute a Document electronically using the EES. If a party executes a Document electronically, the distribution of executed copies of a Document may occur via the EES and a Document will be legally binding upon the parties.
- (g) If a Document is signed electronically as a deed, then to the extent the signing may not be valid, the parties agree that a Document is signed as an agreement.
- (h) If a party is an Australian company, then:
 - (i) the signatories for that party sign a Document pursuant to sections 126 and 127(4) of the Corporations Act; and
 - (ii) the signing party warrants (and the signatories for the signing party separately warrant) to the other party that that party may rely on the assumptions in section 129 of the Corporations Act, despite a Document not being signed pursuant to section 127(1) of that Act.

Schedule 1 – Additional Contract Details

Proposal Details

Client Contact: #ClientName#
#Position#

Consultation Manager Contact: #BDName#
#Ph#
#Email#

Contract Details:

Item 1 – Fixed Contract Period		
Item 2 – Initial Records Threshold	10,000 Records	
Item 3 – Initial Records Pricing (ex GST)	\$28,750 Per Annum	
Item 4 - Next Records Threshold / Pricing (ex GST)	20,000 Records	\$34,000 Per Annum
	30,000 Records	\$39,250 Per Annum
	40,000 Records	\$44,500 Per Annum
Item 5 – Special Conditions	All prices are based on a 3-year term.	
Item 6 – Commencement Date	#####	
Item 7 – Customisations		

An initial invoice will be issued upon the day you have access to your system or 30 days after the signing date, whichever comes first.

Schedule 2 - Customer Registration Form

Please nominate an Enterprise Administrator and execute Acceptance to expedite your system set up.

Enterprise Administrator Details

Enterprise Administrator (EA) Name:	
EA Email:	
EA Phone:	

Your Information

Billing Entity Name:	
Postal Address:	
Billing Contact Name:	
Generic Billing Email Address:	
Purchase Order Required:	
Purchase Order Number:	
Can the P/O be used to invoice the ongoing subscription?	
Enterprise Prefix on web URL	_____.consultationmanager.com

Our Information

Supplier Name:	MySite Design Pty Ltd
Trading as:	Consultation Manager
ABN:	47 104 027 812
Postal Address:	PO Box 1217 New Farm QLD 4005
Accounts Contact Name:	Betty Davern
Accounts Email Address:	accounts@consultationmanager.com
Bank Account Name:	MySite Design Pty Ltd
Financial Institution:	Westpac
Bank Account Details (BSB/AC):	034-003 413893

Charges for Services

The below charges apply unless alternative charges as agreed as part of the Additional Contract Details Form:

TOTAL RECORDS IN YOUR ENTERPRISE	ANNUAL FEE
10,000	\$ 28,750.00
20,000	\$ 34,000.00
30,000	\$ 39,250.00
40,000	\$ 44,500.00
50,000	\$ 49,750.00
60,000	\$ 55,000.00
70,000	\$ 60,250.00
80,000	\$ 65,500.00
90,000	\$ 70,750.00
100,000	\$ 76,000.00
120,000	\$ 86,500.00
140,000	\$ 97,000.00
160,000	\$ 107,500.00
180,000	\$ 118,000.00
200,000	\$ 128,500.00
250,000	\$ 154,750.00
300,000	\$ 181,000.00

£ The figures above are for Clients who have signed our standard three-year contract. Those who are on terms shorter than this will be paying an extra \$5,000 per year at any record level.

£ The figures above adjust 2018 prices by 2.5% and are effective 1/2/2019

£ All prices are exclusive of GST