TERMS AND CONDITIONS

Welcome!

RapidStor is a contactless online move-in tool for self storage allowing your storage customers to rent storage spaces, purchase storage merchandise and make payments, all online.

1 Acceptance

1.1 Centreforce Technology Group Pty Ltd t/a R6 Digital ABN 86 094 367 209 (**we**, **us** or **our**), provide the RapidStor tool (available as a plugin or snippet) and any update, modification or release of any part of that tool (**Software**). You will only be able to benefit from the Software if you sign up and have a valid account with SiteLink Software, available at www.sitelink.com.au, www.sitelink.com and via other related channels or addresses. Please let us know, before agreeing to these terms and conditions, if you have any questions about whether you have a valid SiteLink account or whether you will be able to benefit from the Software and Services.

1.2 You may purchase the Services online through https://rapidstorapp.com/ (**Site**) or directly from us, in which case, we will provide you with a proposal that sets out the commercial terms of our agreement with you (**Proposal**). Together, these terms and conditions, any details set out in the Proposal or the Site, as applicable, and any documents referenced in them, form the entire agreement under which we will provide the Services to you (**Terms**).

1.3 These Terms:

(a) set out the terms and conditions upon which we agree to grant you a right to use the Services (including the Software); and

(b) are binding on you from the date on which you accept these Terms (**Effective Date**) until the date on which these Terms are terminated in accordance with the terms (**Term**).

1.4 You accept these Terms by the earlier of the following:

(a) signing and returning the Proposal to us, including through PandaDoc;

(b) confirming by email that you accept the Proposal;

(c) confirming that you accept these Terms via the platforms or applications through which we provide these Terms to you, including our website;

(d) instructing us (whether orally or in writing) to proceed with the provision of the Services; and

(e) making part or full payment of the Price.

2 Services

2.1 In consideration of your payment of the Price (as set out in the Plan), we will provide the Services in accordance with these Terms, whether ourselves or through our Personnel.

2.2 You agree that we may amend the Services (including any features) or the Price at any time, by providing written notice to you. If you do not agree to any amendment made to the Services or the Price, you may terminate these Terms in accordance with clause 17.1.

2.3 We warrant and agree that, we will use reasonable effort to ensure all of our obligations under these Terms will be carried out:

(a) by suitably competent and trained Personnel; and

(b) in an efficient and professional manner.

3 Licence and restrictions on use

3.1 Subject to the payment of any applicable Price and your compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable (except as otherwise permitted under these Terms), personal and revocable licence to access and use the Services for the Term, for your use and enjoyment of the Services, as contemplated by these Terms (**Licence**).

3.2 You must not access or use the Services except as permitted by the Licence and you must not (and must not permit any other person to) use the Services in any way which is in breach of any applicable Laws or which infringes any person's rights, including Intellectual Property Rights, including to;

(a) use the Services to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted;

(b) use the Services in any way that damages, interferes with or interrupts the supply of the Services;

(c) introduce malicious programs into our hardware and software or Systems, including viruses, ransomware, malware, trojan horses and e-mail bombs;

(d) carry out security breaches or disruptions of a network, including accessing data where you are not the intended recipient or logging into a server or account that you are not expressly authorised to access or corrupting any data (including network sniffing/monitoring, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);

(e) use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the Services;

(f) if applicable, send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages, or use the Services in breach of any person's privacy (such as by way of identity theft or "phishing"); or

(g) circumvent user authentication or security of any of our Services, networks, accounts or hosts or those of our other users.

4 Third Party Inputs

4.1 You agree that the provision of the Services may be contingent on, or impacted by, Third Party Inputs.

4.2 You agree that the Services may include Third Party Inputs that may interface, or interoperate with, the Services, including third party software or services (for example, SiteLink).

4.3 To the extent that you choose to use such Third Party Inputs, you are responsible for:

(a) the purchase of;

(b) the requirements; and

(c) the licensing obligations,

related to the applicable Third Party Input, including third party software and services.

4.4 You agree that the benefit of the Third Party Input's interface, or interoperation with, the Services, is subject to your compliance with clause 4.3.

5 Support Services

5.1 During the Term and on Business Days between 8am-4.45pm or as otherwise notified, we will provide you technical support services for the Services, via email and/or telephone, or as otherwise agreed between the Parties, provided that where required, you assist us in investigating and ascertaining the cause of the fault and provide us with access to all necessary information relevant to the fault (including what you have done in relation to the fault).

5.2 We will use reasonable endeavours to respond to Critical Faults within 1 business hour and to respond to Minor Faults within 8 business hours.

5.3 The support services do not include travel to site, hardware or website design.

6 Additional Services

6.1 You may request Additional Services, including bespoke customisation to the scope or functionality of the Services, by providing written notice (including by email) to us.

6.2 We may, at our discretion, provide you with written notice in the form of a scope of services, a proposal or a statement of work (as applicable) covering the Additional Services requested and any further fee required for us to undertake the Additional Services.

6.3 If you agree to the scope of services, proposal or statement of work (as applicable), for the Additional Services, then we will provide the Additional Services to you in consideration for payment of the additional fee, which will form part of the Price.

7 Payment

7.1 You agree to pay us the Price as set out in your Plan, and any other amounts payable to us under these Terms, without set-off or delay, via credit card or any other payment method set out in the invoice.

7.2 The Price is payable in advance of the next billing cycle for your Plan and any additional charges will be billed in arrears at the end of the relevant Plan billing cycle (unless otherwise agreed between the Parties).

7.3 You are responsible for reviewing the pricing schedule, features and limits associated with your Plan.

7.4 You must ensure your chosen payment method has sufficient funds to pay the Price.

7.5 If any payment has not been made in accordance with these Terms, we may (at our absolute discretion):

(a) immediately cease or suspend the provision of the Services, and recover as a debt due and immediately payable from you, our additional costs of doing so;

(b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 8% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with these Terms; and

(c) engage debt collection services and/or commence legal proceedings in relation to any such amounts.

7.6 If you rectify such non-payment within a reasonable time after the Services have been suspended, then we may, at our discretion, recommence the provision of the Services as soon as reasonably practicable.

7.7 To the maximum extent permitted by law, the Price is non-refundable and there will be no refunds or credits for any unused Licence (or part thereof).

8 Privacy and Communication

8.1 You are responsible for the collection, use, storage and otherwise dealing with Personal Information related to your business and all matters relating to the Customer Data.

8.2 You must, and must ensure that your Personnel, comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any privacy or anti-spam Laws applicable to you in respect of all Personal Information collected, used, stored or otherwise dealt with under or in connection with these Terms.

8.3 We agree to handle any Personal Information you provide to us, solely for the purpose of performing our obligations under these Terms and in accordance with any applicable Laws.

8.4 We may also send marketing and promotional material which may be of interest to you, using your contact details. You may opt out of receiving direct marketing messages at any time. Where you opt-out we will continue to send you functional communications relevant to your use of the Services.

9 Confidential Information

9.1 Each Receiving Party agrees:

(a) not to disclose the Confidential Information of the Disclosing Party to any third party;

(b) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and

(c) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose.

9.2 The obligations in clause 9.1 do not apply to Confidential Information that:

(a) is required to be disclosed in order for the Parties to comply with their obligations under these Terms;

(b) is authorised to be disclosed by the Disclosing Party;

(c) is in the public domain and/or is no longer confidential, except as a result of a breach of these Terms; or

(d) must be disclosed by Law or by a regulatory authority, including under subpoena.

9.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 9. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 9.

9.4 This clause 9 will survive the termination of these Terms.

10 Intellectual Property Rights

10.1 You agree that all Intellectual Property Rights:

(a) in the Services, including the Software;

(b) in the Intellectual Property developed, adapted, modified or created by us, or our Personnel (including in connection with these Terms, the Services and the Software and any machine learning algorithms output from the Services); and

(c) Feedback,

will at all times vest, or remain vested, in us (or, if applicable, our third party service providers). To the extent that ownership of the Intellectual Property Rights do not automatically vest in us, you agree to do all acts necessary or desirable to assure our title to such rights.

10.2 You agree that we may use Feedback in any manner which we see fit (including to develop new features for the Services or to provide to SiteLink to help them develop their features) and no benefit will be due to you as a result of any use by us of any Feedback.

10.3 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Your Materials, solely for the purposes for which they were developed and for the performance of our obligations under these Terms, as contemplated by these Terms.

10.4 You must not whether directly or indirectly, without our prior written consent:

(a) copy or use, in whole or in part, any of our Intellectual Property;

(b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any of our Intellectual Property to any third party;

(c) reverse assemble, reverse engineer, reverse compile or enhance the Services;

(d) attempt to discover the source code or object code or underlying structures, ideas, know how or algorithms in relation to the Services, the data or documentation;

(e) breach any Intellectual Property Rights connected with the Services, including altering or modifying any of our Intellectual Property;

(f) cause any of our Intellectual Property to be framed or embedded in another website (other than through your website); or create derivative works from any of our Intellectual Property;

(g) resell, assign, lease, hire, sub-license, transfer, distribute or make available the Services to third parties;

(h) "frame", "mirror" or serve any of the Services on any web server or other computer server over the Internet or any other network; and

(i) alter, remove or tamper with any trademarks, any patent or copyright notices, any confidentiality legend or notice, any numbers or any other means of identification used on or in relation to the Services.

10.5 This clause 10 will survive the termination or expiry of these Terms.

11 Analytics

11.1 Despite anything to the contrary, we may monitor, analyse and compile statistical and performance information based on and/or related to your use of the Services, in an aggregated and anonymised format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it:

(a) does not contain identifying information; and

(b) is not compiled using a sample size small enough to make the underlying Customer Data identifiable.

11.2 We, and our licensors own all right, title and interest in and to the Analytics and all related software, technology, documentation and content used or provided in connection with the Analytics, including all Intellectual Property Rights in the foregoing.

12 Warranties

12.1 You warrant and agree that:

(a) there are no legal restrictions preventing you from entering into these Terms;

(b) you are not and have not been the subject of an Insolvency Event;

(c) you will cooperate with us and provide us with all assistance, resources, data, people, information, facilities, access and documentation that is reasonably necessary to enable us to perform the Services and as otherwise requested by us, from time to time, and in a timely manner;

(d) all information and documentation that you provide to us in connection with these Terms is true, correct and complete and that we will rely on such information and documentation in order to provide the Services;

(e) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms;

(f) you will inform us if you have reasonable concerns relating to our provision of the Services under these Terms, with the aim that the Parties will use all reasonable efforts to resolve your concerns;

(g) you are responsible for obtaining, and providing to us in a timely manner, any consents, licences, authorities and permissions from third parties necessary for the Services to be provided in accordance with these Terms, at your cost;

(h) the Services are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, our Services to third parties without prior written consent;

(i) you will be responsible for the use of any part of the Services, and you must ensure that no person uses any part of the Services to break any Law or infringe any person's rights (including Intellectual Property Rights) or in any way that damages, interferes with or interrupts the supply of the Services;

(j) you have reviewed these Terms, including our Privacy Policy, and you will use the Services in accordance with them;

(k) you have the authority to act on behalf of any person or entity for whom you are using the Services and you are deemed to have agreed to these Terms on behalf of any entity for whom you use the Services; and

(l) you have all the hardware, software and services which are necessary to access and use the Services, including any required operating systems as set out on the Site.

13 Australian Consumer Law

13.1 Certain legislation, including the ACL, and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of our services which cannot be excluded, restricted or modified (**Statutory Rights**).

13.2 If the ACL applies to you as a consumer, nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our Liability for the Services provided to an entity defined as a consumer under the ACL is governed solely by the ACL and these Terms.

13.3 Subject to your Statutory Rights, we exclude all express and implied warranties, and all material, work and services (including the Services) are provided to you without warranties of any kind, either express or implied, whether in statute, at Law or any other basis.

13.4 This clause 13 will survive termination or expiry of these Terms.

14 Indemnities

14.1 Except to the extent that the Liability arose from our negligent acts or omissions or any of our Personnel, you indemnify us and our Personnel against all Liability that we or any of our Personnel may sustain or incur as a result, whether directly or indirectly, of:

(a) your or your Personnel's breach of clauses 3, 4, 8, 9, 10 and 12;

(b) your or your Personnel's negligent, unlawful or wilful acts or omissions in connection with these Terms.

15 Limitations on Liability

15.1 Despite anything to the contrary (except for clause 14) and to the maximum extent permitted by law:

(a) neither Party will be liable for any Consequential Loss;

(b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel); and

(c) our aggregate liability for any Liability arising from or in connection with these Terms will be limited to us repaying you the amount of the Price paid by you to us in the immediately preceding 12 months for the supply of the relevant Services to which the Liability relates.

15.2 This clause 15 will survive termination or expiry of these Terms.

16 Exclusions to Liability

16.1 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability, caused or contributed to by, arising from or connected with:

(a) loss of, or damage to, any property or any injury to or loss to any person;

(b) the Computing Environment;

(c) your or your Personnel's acts or omissions;

(d) your loss of a customer or loss of any profits, revenue or business as a result of us providing the Services to you or the Services being unavailable;

(e) any data, pricing, details, storage plans, images or other information you input into the Services or which we extract from the data you have inputted into SiteLink;

(f) any use or application of the Services by a person or entity other than you, or other than as reasonably contemplated by these Terms;

(g) any aspect of your interaction with any of your customers or any person that visits your website or uses your services;

(h) any work, services, goods, materials or items which do not form part of the Services (as expressed in these Terms), or which have not been provided by us;

(i) any Third Party Inputs;

(j) the Services being unavailable, or any delay in us providing the Services to you, for whatever reason; and/or

(k) any event outside of our reasonable control.

16.2 You acknowledge and agree that:

(a) you are responsible for all users using the Services, including your Personnel;

(b) you use the Services and any associated programs and files at your own risk;

(c) the technical processing and transmission of the Services, including Customer Data, may be transferred unencrypted and involves:

(1) transmissions over various networks; and

(2) changes to conform and adapt to technical requirements of connecting networks or devices;

(d) we may use third party service providers to integrate with the Services or the Software. If the providers of third party applications or services cease to make their services or programs available on reasonable terms, we may cease providing any affected features without Liability or entitling you to any refund, credit, or other compensation;

(e) the Services may use third party products, facilities or services. We do not make any warranty or representation in respect of the third party products, facilities or services;

(f) we do not guarantee that any file or program available for download and/or execution from or via the Services is free from viruses or other conditions which could damage or interfere with data, hardware or software with which it might be used;

(g) we are not responsible for the integrity or existence of any data on the Computing Environment, network or any device controlled by you, or your Personnel; and

(h) we may pursue any available equitable or other remedy against you if you breach any provision of these Terms.

16.3 This clause 16 will survive termination or expiry of these Terms.

17 Termination

17.1 Either Party may terminate these Terms at any time by giving 30 days' notice in writing to the other Party.

17.2 These Terms will terminate immediately upon written notice by:

(a) us, if:

(1) you (or any of your Personnel) breach any provision of these Terms and that breach has not been remedied within 10 Business Days of being notified by us;

(2) you fail to provide us with clear or timely instructions or information to enable us to provide the Services;

(3) for any other reason outside our control which has the effect of compromising our ability to provide the Services; or

(4) you are unable to pay your debts as they fall due; and

(b) you, if we:

(1) are in breach of a material term of these Terms, and that breach has not been remedied within 10 Business Days of being notified by you; or

(2) are unable to pay our debts as they fall due.

17.3 Upon expiry or termination of these Terms:

(a) we will immediately cease providing the Services;

(b) we will be entitled to permanently delete all Customer Data within 1 month from expiry or termination of these Terms;

(c) we will provide any further disengagement services at our then current rates, and such further disengagement support services must be agreed in writing by the Parties;

(d) if you have paid an annual fee, we may provide you with a pro rata refund;

(e) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;

(f) pursuant to clauses 17.2(a)(1), (2) or (4), you also agree to pay us additional costs arising from, or in connection with, such termination; and

(g) immediately return (where possible) or delete or destroy (where not possible to return), any of our property (including any of our Confidential Information and Intellectual Property).

17.4 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.

17.5 This clause 17 will survive the termination or expiry of these Terms.

18 GST

18.1 If GST is payable on any supply made under these Terms, the recipient of the supply must pay an amount equal to the GST payable on the supply. That amount must be paid at the same time that the consideration is to be provided under these Terms and must be paid in addition to the consideration expressed elsewhere in these Terms, unless it is expressed to be inclusive of GST. The recipient is not required to pay any GST until the supplier issues a tax invoice for the supply.

18.2 If an adjustment event arises in respect of any supply made under these Terms, a corresponding adjustment must be made between the supplier and the recipient in respect of any amount paid by the recipient under this clause, an adjustment note issued (if required), and any payments to give effect to the adjustment must be made.

18.3 If the recipient is required under these Terms to pay for or reimburse an expense or outgoing of the supplier, or is required to make a payment under an indemnity in respect of an expense or outgoing of the supplier, the amount to be paid by the recipient is to be reduced by the amount of any input tax credit in respect of that expense or outgoing that the supplier is entitled to.

18.4 The terms "adjustment event", "consideration", "GST", "input tax credit", "recipient", "supplier", "supply", "taxable supply" and "tax invoice" each has the meaning which it is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

19 General

19.1 **Access:** The Services may be accessed in Australia and overseas. We make no representation that the Services comply with the Laws (including Intellectual Property Laws) of any country outside of Australia. If you access the Services from outside Australia, you do so at your own risk and you are responsible for complying with the Laws in the place you access the Services.

19.2 **Amendment:** We may update these Terms at any time. Where we update these Terms we will notify you via email. If you do not agree with any amendment you may terminate these Terms in accordance with clause 17.1.

19.3 **Assignment:** A Party must not assign or deal with the whole or any of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).

19.4 **Dispute:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at

that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Queensland Law Society to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

19.5 **Email:** You agree that we are able to send electronic mail to you and receive electronic mail from you. You release us from any Liability you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

19.6 **Entire agreement:** These Terms contain the entire understanding between the Parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

19.7 **Exclusivity:** The Services will be provided to you on a non-exclusive basis.

19.8 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.

19.9 **Governing law:** These Terms are governed by the laws of Queensland. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Queensland and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.

19.10 **Notices:** Any notice given under these Terms must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 3 Business Days in the case of post, or at the time of transmission in the case of transmission by email.

19.11 **Publicity:** You agree that we may advertise or publicise the broad nature of our provision of the Services to you, including on our website or in our promotional material, with your prior written consent.

19.12 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

19.13 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions.

20 Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in these Terms, and:

ACL or **Australian Consumer Law** means the Australian consumer laws set out in Schedule 2 of the *Competition and Consumer Act* 2010 (Cth), as amended, from time to time;

Additional Services means any Services not set out in the Services description in the Plan which we agree to provide to you;

Business Day means a day on which banks are open for general bank business in Queensland, excluding Saturdays, Sundays and public holidays;

Computing Environment means your computing environment including all hardware, software, information technology and telecommunications services and Systems;

Confidential Information includes information which:

(a) is disclosed to the Receiving Party in connection with these Terms at any time;

(b) is prepared or produced under or in connection with these Terms at any time;

(c) relates to the Disclosing Party's business, assets or affairs; or

(d) relates to the subject matter of, the terms of and/or any transactions contemplated by these Terms,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information;

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise;

Critical Fault means an error that renders the Services inoperable.

Customer Data means the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you or your Personnel into the Services or stored by the Services or generated by the Services as a result of your use of the Services;

Disclosing Party means the party disclosing Confidential Information to the Receiving Party;

Feedback means any idea, suggestion, recommendation or request by you or any of your Personnel or your customers, whether made verbally, in writing, directly or indirectly, in connection with the Services;

Implementation Services means part of the Services which we provide to you, to assist you with the implementation of the Software, if applicable, and as set out in the Plan, Proposal or as otherwise agreed between the Parties;

Insolvency Event means any of the following events or any analogous event:

(a) a Party disposes of the whole or any part of the Party's assets, operations or business other than in the ordinary course of business;

(b) a Party ceases, or threatens to cease, carrying on business;

(c) a Party is unable to pay the Party's debts as the debts fall due;

(d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;

(e) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party's creditors or any class of a Party's creditors; or

(f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business;

Intellectual Property means any copyright, registered and unregistered trade marks, designs (whether or not registered or registrable), domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing;

Intellectual Property Rights means for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property;

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any person with the authority to bind the relevant Party in connection with these Terms or the provision of the Services, and includes the *Privacy Act 1988* (Cth) and the *Spam Act 2003* (Cth);

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise;

Licence is defined in 3.1;

Minor Fault means an error that causes the Service not to comply with its specifications but does not severely restrict your use of the Service, which are still usable but with moderately limited functions.

Personal Information is defined in the *Privacy Act 1988* (Cth) and also includes any similar term as defined in any other privacy law applicable to you;

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents;

Plan means the plan you choose, including the Price, billing cycle, features, as set out on the Site or Proposal, as applicable;

Price means the price due and payable by you for the Services, as set out in your relevant Plan;

Privacy Policy means any privacy policy set out on our Site;

Receiving Party means the party receiving Confidential Information from the Disclosing Party;

Services means the Software, any Implementation Services, any technical support services and any Additional Services requested by you throughout the Term;

System means all hardware, software, networks and other IT systems used by a Party from time to time, including a network;

Third Party Inputs means third parties or any goods and services provided by third parties, including customers, end users, suppliers, transportation or logistics providers or other subcontractors which the provision of the Services may be contingent on, or impacted by; and

Your Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned, licensed or developed by or on behalf of you or your Personnel before the Effective Date and/or developed by or on behalf of you or your Personnel independently of these Terms.

21 Interpretation

In these Terms, unless the context otherwise requires:

(a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;

(b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;

(c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;

(d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;

(e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;

(f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;

(g) a reference to time is to local time in Queensland; and

(h) a reference to $ or dollars refers to the currency of Australia from time to time.

For any questions and notices, please contact us at:

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Email: support@rapidstorapp.com.au

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