



Inzant Sales Terms and Conditions

These are the Terms on which Inzant Pty Limited ABN 44 145 403 425 (the "Company") licenses you and any of your Inzant Sales registered users (the "Licensee") to access and use the Inzant Sales managed services application including where applicable any online functionality, products, services, Updates and Upgrades (collectively referred to as "Inzant Sales") made available at the Inzant Sales website URL or Inzant Sales Mobile Applications, or any variation thereof or any sub-domains of the Inzant Sales domains (collectively the "Website") and the applications made available through it by the Company for read-only and documented "general access" update purposes. If you do not agree to these Terms, you are NOT AUTHORISED TO USE OR ACCESS Inzant Sales or any of its associated applications and/or services made available through the Website or Inzant Sales Mobile Applications.

References to these Terms include all terms and conditions set out in this document and include any amendments made to these Terms from time to time as specified in clause 10.

By using or accessing any part of the Website or its contents, including the Inzant Sales Mobile Applications, you acknowledge that you have read, understood and agree to be bound by these Terms.

1. Grant of Inzant Sales License

- 1.1. Subject to these Terms and upon payment of the Fees pursuant to clause 14 and as set out in the subscription invoice, the Company grants to the Licensee a single, non-exclusive, non-transferable, revocable licence solely to:
 - a. access the Website (in read only form and as modified or updated from time to time by the Company) and the applications, including Inzant Sales, made available through it by the Company (for read-only and documented "general access" purposes) for the sole purpose of facilitating the Licensee's access to Inzant Sales and only for the Licensee's internal business purposes; and
 - b. use any documentation provided by the Company in respect of Inzant Sales for the Licensee's internal business purposes only.
- 1.2. The grant of the Inzant Sales licence by this clause 1 is made solely to the Licensee for the number of users and class of users set out in the subscription invoice and to no other person. It is a breach of these Terms for the Licensee to disclose Licensee passwords and logins to a third party with the result that such third party may have access to Inzant Sales and the Website without paying the Fees specified in clause 14.
- 1.3. Inzant Sales is available for purchase only by companies or other entities or those individuals over 18 years of age who have full capacity to enter binding contracts on their own behalf or on behalf of those individuals under 18 years of age for whom they have legal responsibility.
- 1.4. The Licensee must not without the express written permission of the Company:
 - a. reproduce or modify all or any part of Inzant Sales or the Website; and
 - b. disassemble, decompile, modify or reverse engineer any part of Inzant Sales or the Website nor merge it with any other software nor directly or indirectly permit any third party to do any of the foregoing.
- 1.5. In accessing the Website and Inzant Sales the Licensee must comply with all applicable user conduct policies or any other relevant policies relating to Inzant Sales or the Website notified by the Company to the Licensee from time to time by publication on the Website. It is the Licensee's responsibility to check the Website regularly to keep up to date with any applicable policies.

2. Updates and Upgrades

- 2.1. For no additional fee to the Licensee, the Company may make any new Update or Upgrade of Inzant Sales available to the Licensee. The Licensee agrees to use the most current version of Inzant Sales wherever possible and to familiarise themselves with the current Terms and Conditions prior to installing any Update or Upgrade.

3. Licensee Data Backups and Retention

- 3.1. Database backups are performed in accordance with the Microsoft SQL Azure terms and conditions by Microsoft. Whilst every effort is taken by the Company to provide an operable disaster recovery plan the Licensee

acknowledges that the Company is reliant upon a third party, being Microsoft, to enact the disaster recovery plan.

- 3.2. The Licensee acknowledges that upon Termination of these Terms for any reason, the Licensee's data in relation to its use of Inzant Sales held by the Company will not be retained by the Company and will be permanently deleted.
- ## 4. Support Services
- 4.1. The Support Services provided differ with the license subscription level. The Company will provide the following Support Services inclusive of the licence fees for all subscription levels:
 - a. Access to online Knowledge base.
 - b. Access to support ticketing system
 - c. Email support with 24 hour response time (AEST Business Hours)

Where the license subscription level is at or above the "Pro Plus" level, the Company will provide the following additional Support Services:

- a. Telephone support with 8 hour response time (AEST Business Hours)

5. Confidentiality

- 5.1. The Licensee acknowledges that the ideas and expressions contained in Inzant Sales and on the Website and any modifications or particulars of them that may be provided to the Licensee by the Company are confidential (except to the extent that they have entered the public domain other than through a breach of these Terms by the Licensee). The Licensee undertakes not to disclose such confidential information to any person other than its agents and employees and then only to enable Inzant Sales or the Website to be used in accordance with and for the purposes of these Terms.
- 5.2. The Licensee undertakes not to remove, delete or obscure any copyright notices or confidentiality notices on Inzant Sales or the Website.

6. Intellectual Property Rights

- 6.1. For the purposes of these Terms, the term "Intellectual Property Rights" includes but is not limited to copyright, patents, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, database rights, and rights to confidentiality and other intellectual and industrial property rights in all parts of the world.
- 6.2. The Licensee acknowledges that it obtains no Intellectual Property Rights whatsoever in Inzant Sales or the Website or any of the material or applications provided or made available on the Website or any associated documentation.
- 6.3. Any and all Intellectual Property Rights that subsist in Inzant Sales and the Website (and its content) vest in the Company.

7. Licensee's Obligations

- 7.1. Notwithstanding anything else contained in these Terms, the Licensee:
 - a. is responsible for maintaining login and passwords for accessing Inzant Sales;
 - b. must keep its login and passwords secure and confidential at all times;
 - c. is responsible for all acts and omissions carried out using the login and passwords; and
 - d. is responsible for all equipment and communication infrastructure necessary for the Licensee to access Inzant Sales and the Website.
 - e. is responsible for all content input by the Licensee and its employees using Inzant Sales or the Website and for ensuring that all information and associated Intellectual Property Rights input by the Licensee and its employees using Inzant Sales or the Website is the property of the Licensee; used under express written authorisation given by the proprietor of the information or associated Intellectual Property Rights or is in the free for public use without infringement on the Intellectual Property Rights of any party. Any use of Inzant Sales or the Website by the Licensee or its employees in contravention of this clause is strictly prohibited and unauthorised



by the Company. In the event that the Licensee breaches this clause the Company may terminate the Inzant Sales Licence and access to Inzant Sales or the Website without any compensation to the Licensee.

- f. The Licensees must at its earliest convenience advise the Company of any defect in Inzant Sales or the Website.

8. Privacy

- 8.1. Personal information provided to the Company via the Website or Inzant Sales will be handled in accordance with the Inzant Sales Privacy Statement.

9. Links from the Website

- 9.1. The Licensee is not permitted to link to or frame the Website without the Company's express written permission.
- 9.2. The Website may contain links to other websites that are owned and operated by third parties. However, even if the third party is affiliated with the Company, the Company has no control over these linked sites, all of which have separate terms of use and privacy and data collection practices, independent of the Company. The Company has no responsibility or liability for these terms or practices or the content of such websites, and makes no representation or warranties about the products or services they may provide. If the Licensee chooses to access these linked sites, the Licensee does so at their own risk. Links do not imply that the Company sponsors, endorses, or is affiliated with or associated with such websites.

10. Disclaimer

- 10.1. The content of the Website, including Inzant Sales, and these Terms are subject to change at any time without notice. Use of the Website is provided for the sole purpose of facilitating the Licensee's use of InzantSales.

11. Warranty and Liability

- 11.1. The Licensee acknowledges that Inzant Sales and the Website have not been designed to meet the individual requirements of the Licensee and are provided on an "AS IS" basis.
- 11.2. A failure of any part or the whole of Inzant Sales or the Website to suit the Licensee's requirements will not give rise to any right or claim by the Licensee against the Company.
- 11.3. To the maximum extent permitted by law, all express and implied conditions, warranties or liabilities (including liability as to negligence) regarding the condition, accuracy, suitability, quality or title to Inzant Sales or the Website (including any applications that may be accessible and any data contained, supplied, generated or produced by or with the aid of it) are negated and excluded; and
- 11.4. The Company gives no further condition, warranty, undertaking or representation in relation to the condition, accuracy, suitability, quality or title to Inzant Sales or the Website (including any applications that may be accessible and any data contained, supplied generated or produced by or with the aid of it).
- 11.5. The Company will not be liable for any direct or indirect lost profit or revenue, exemplary damages, loss of goodwill, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed even if the Company has been advised of the possibility of such loss or damage.
- 11.6. without admitting any liability further to clause 11.4 above the parties agree that the Company may in its absolute discretion elect to provide compensation to the Licensee for proven loss in an amount not exceeding, in aggregate to the amounts paid under these terms by the licensee to the company in the 3 months prior to the date the claim arises.
- 11.7. where warranty is imposed by law liability shall be limited to:
- a. in the case of the supply of goods:
 - (i) replacement of the goods;
 - (ii) supply of equivalent goods;
 - (iii) repair of the goods; or
 - (iv) payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the

cost of having the goods repaired; and

- b. in the case of the provision of services:

- (i) the supplying of the services again; or
- (ii) payment of the cost of having the services supplied again, whichever the Company sees fit to provide.

12. Indemnity

- 12.1. The Licensee will fully indemnify the Company in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims by third parties, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:
- a. any breach of these Terms by the Licensee;
 - b. the Licensee's use of the Website or InzantSales;

13. Term

- 13.1. The licence will be effective for the period stated on the subscription invoice upon payment of the subscription fees detailed on the subscription invoice.
- 13.2. The Company may terminate the licence to use Inzant Sales and/or the Website at any time immediately and without notice if the Licensee becomes insolvent.
- 13.3. If the Licensee commits a breach of these Terms and fails to remedy that breach within 7 days of being requested to do so by the Company, the Company may terminate these Terms without further notice.
- 13.4. If the Company commits a breach of these Terms and fails to remedy that breach within 14 days of being requested to do so by the Licensee, the Licensee may terminate these Terms without further notice and the Company will refund any portion of the Fees already paid by the Licensee in respect of any period after termination. For the avoidance of doubt, any refund provided by the Company to the Licensee under this clause 13.3 will be taken into account in calculating any payment by the Company under clause 11.5.
- 13.5. Upon termination of these Terms (for whatever reason), the Licensee must:
- a. immediately cease to use Inzant Sales and the Website and return all user documentation (if any) and all copies of it to the Company (and where such user documentation is incapable of return, the Licensee must permanently delete or destroy the user documentation and, upon request by the Company, provide a declaration to the Company that the Licensee has complied with this clause 13.5(a)); and
 - b. pay all outstanding Fees to the Company within 10 days of the date of termination.

- 13.6. On termination of these Terms the Company will not be obliged to refund any amounts paid by the Licensee in respect of Inzant Sales or these Terms.

- 13.7. Despite any other provision of these Terms, this clause 13.7 as well as clauses 5, 6, 8, 9, 10, 11, 12, 13.5, 13.6, 14.7, 16, and 17 survive the expiry or termination of these Terms.

- 13.8. Any termination of these Terms is without prejudice to any other rights and remedies that the Company may have in respect of the breach.

14. Fees

- 14.1. In consideration of the Company granting the licence to the Licensee pursuant to clause 1, the Licensee must pay the Company the Fees as set out in the subscription invoice. Where the Fees are zero or a limited 'free' service is provided to the Licensee by the Company, these Terms will still apply.

15. GST

- 15.1. In this clause the expressions Consideration and GST have the meanings given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- 15.2. Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with these Terms are exclusive of GST.

16. General

- 16.1. These Terms constitute the entire agreement between the parties relating to the subject matter of this agreement and supersede all prior communications and agreements between the parties as to its subject matter, and each party



agrees that unless expressly stated in these Terms, that party has not relied on any representation, warranty or undertaking of any kind in relation to the subject matter of these Terms.

- 16.2. If any provision of these Terms or any part of it is unenforceable or void for any reason, then:
- a. where such provision can be read down as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
 - b. in any other case, such provision must be severed from these Terms in which event the remaining provisions will continue in full force and effect as if the severed provision had not been included.
- 16.3. The Licensee must not, without prior written consent of the Company assign, lease, charge, sub-license, or otherwise transfer any of its rights or obligations under these Terms in whole or in part.
- 16.4. Any notice given pursuant to these Terms may be served personally or sent by pre-paid letter to the address of the relevant party given above. Such notice will be deemed to have been served upon and received by the addressee, when served personally at the time of such service, or when posted, 48 hours in the case of local mail and 10 days in the case of international mail, after the same has been put into the post correctly addressed and pre-paid.
- 16.5. Any delay or forbearance by either party in enforcing any provisions of these Terms or any of its rights hereunder will not be construed as a waiver of such provision or right to subsequently enforce the same.
- 16.6. Clause headings have been included in these Terms for convenience only and must not be considered part of, or be used in interpreting, these Terms.
- 16.7. These Terms are governed by the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the Courts of New South Wales, Australia and the Commonwealth of Australia.

17. Client reference and marketing

- 17.1. Subject to clause 8, the Company may, with the prior consent of the Licensee, use:
- a. the Licensee's name and trademarks;
 - b. a description of the supply provided by the Company to the Licensee under these Terms; or
 - c. details of these Terms in its annual report, lists of client references and marketing materials (which includes publication on the Website).

18. Availability of Inzant Sales

- 18.1. Subject to the terms and conditions of this Agreement, the Company shall attempt to provide the Inzant Sales services for twenty-four (24) hours per day, seven (7) days per week throughout the term of this Agreement. The Licensee agrees that from time to time the Inzant Sales services may be inaccessible or inoperable for any reason, including, without limitation:
- a. equipment malfunctions;
 - b. periodic maintenance procedures or repairs that the Company may undertake from time to time; or
 - c. causes beyond the control of the Company or that are not reasonably foreseeable by the Company, including, without limitation, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures.
- 18.2. You agree that the Company has no control of availability of the Inzant Sales services on a continuous or uninterrupted basis.

19. Definitions

- 19.1. In these Terms:

Fees means the fees payable by the Licensee to the Company detailed on the subscription invoice;

Update means, a maintenance release provided by the Company in order to correct defects in Inzant Sales, but which does not contain major enhancements or modifications or new functionality; and

Upgrade means a new version of Inzant Sales, which contains major enhancements, modifications, new or additional functionality, extensions, alterations or improvements but excludes patches, Updates, software relaunches, renaming and versions which operate on alternative operating systems or hardware.

Notice

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Revision History

Revision	Date	Author	Reviewed by
1.0	20 Sep 2010	N.K	S.K
1.2	31 May 2016	N.K	S.L.K
1.3	04 May 2017	N.K.	S.K.
1.4	26 Oct 2018	N.K.	M.K.