Master Services Agreement

This Master Services Agreement ("Agreement") is entered into as of the Effective Date by and between The Red Fox Group Pty Ltd (ABN 58 619 487 507) ("TRFG") and the Customer named in the applicable Order Form ("Customer").

1. Definitions

"Access Date" means the date TRFG makes the Customer's SwiftFox production environment available for use. The Access Date marks the commencement of Subscription Fees unless otherwise stated in the relevant Order Form.

"Acceptable Use Policy" means TRFG's Acceptable Use Policy, published at https://www.swiftfoxcrm.com/policies/acceptable-use-policy, which governs permitted and prohibited uses of the Subscription Service and forms part of this Agreement.

"Agreement" means the agreement formed between TRFG and the Customer, consisting of the Master Services Agreement and the applicable executed Order Form, including any annexes or appendices.

"Authorised User" means any individual who is authorised by the Customer to access and use the Subscription Service under the Customer's account.

"Confidential Information" means any non-public information disclosed by one party to the other, in any form, that is designated as confidential or which by its nature a reasonable person would understand to be confidential.

"Contract Year" means each successive twelve-month period beginning on the Access Date or an anniversary thereof.

"Customer" means the entity identified as the customer in the Order Form.

"Customer Data" means all data, information, files, and content submitted to or uploaded into the Subscription Service by the Customer or its Authorised Users.

"Customer IP" means all Intellectual Property Rights owned by or licensed to the Customer and provided to TRFG under this Agreement, including Customer Data, Customer Content, and any materials, documents, or third-party content supplied by the Customer.

"Data Processing Terms" means the data protection and processing obligations set out in Section 10 of this Agreement.

"Effective Date" means the date on which the Agreement becomes binding, being the later of (i) the date the Customer signs the Order Form and (ii) the date TRFG signs the Order Form.

"Go Live Date" means the date the Customer first begins using SwiftFox in a live operational capacity, which is typically intended to be the same as the Access Date unless otherwise agreed.

"Initial Term" means the initial subscription period specified in the Order Form or, if not specified, a period of twenty-four months from the Access Date.

"Intellectual Property Rights" means all intellectual and industrial property rights throughout the world, whether registered or unregistered, including copyright, trade marks, business names, domain names, designs, patents, trade secrets, know-how, database rights, and any application or right to apply for registration of any such rights.

"Master Services Agreement" or "MSA" means this agreement, as amended from time to time by TRFG and made available at https://www.swiftfoxcrm.com/policies/master-services-agreement.

"Order Form" means a document issued by TRFG and executed by the Customer, referencing this MSA and specifying the commercial terms of the subscription. The Order Form may include pricing, scope of use, support inclusions, project deliverables, and other customer-specific terms. The Order Form may also be titled "Work Order."

"Privacy Laws" means the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs), and any other applicable privacy or data protection laws and regulations.

"Production Environment" means the Customer's configured SwiftFox instance intended for live operational use.

"Professional Services" means services provided by TRFG to support the implementation, configuration, extension, or ongoing use of the SwiftFox platform. These services may include, but are not limited to, data migration, dashboard creation, consulting, training, report development, workflow configuration, website development, and custom integrations. Professional Services are scoped separately and are typically delivered on a time and materials or fixed-fee basis, as set out in an Order Form.

"Renewal Term" means any additional subscription term that follows the Initial Term, as expressly set out in an Order Form or as renewed in accordance with this Agreement.

"Service Levels" means the commitments made by TRFG regarding system availability, support response times, and resolution times, as described in a separate Service Level Agreement or referenced within the applicable Order Form.

"Setup Fee" means the one-time fee payable by the Customer for the Professional Services required to provision and prepare the Customer's SwiftFox environment for use, typically consisting of implementation, configuration, and related professional services.

"Statement of Work" or "SOW" means a written document issued by TRFG that outlines a specific set of Professional Services to be delivered, typically including a description of the work to be undertaken, estimated timeframes, and either the confirmed or approximate costs involved. A Statement of Work does not require a formal signature by the Customer but will require written confirmation (such as via email) before TRFG will commence the work described.

"Subscription Service" or "SwiftFox" means the Software as a Service (SaaS) platform developed by TRFG, including its CRM features, workflows, form builder, communications modules, analytics tools, and all other components described in the Order Form. SwiftFox is a proprietary web-based platform made available at https://www.swiftfoxcrm.com or such other URLs as TRFG may designate.

"System Administrator" means the individual nominated by the Customer as the main administrative contact responsible for user access and management of the SwiftFox environment.

"Third-Party Services" means any external services, applications, or tools that are not developed or controlled by TRFG, but which may be integrated with the Subscription Service at the Customer's request or discretion.

"TRFG" or "We" or "Us" means The Red Fox Group Pty Ltd (ACN 618 271 079), the developer and provider of the SwiftFox platform.

"TRFG IP" means all Intellectual Property Rights owned by or licensed to TRFG in connection with the Subscription Service, including the Software and its underlying source code and architecture, platform features, modules, enhancements, user interfaces, templates, configurations, documentation, training materials, TRFG Content, system-generated outputs, and all branding, trade marks, logos, and other proprietary marks.

"Usage-Based Services" means variable-cost services that depend on the Customer's usage of certain features within SwiftFox. This includes, but is not limited to, sending SMS messages, making calls, or delivering emails through the platform. The Customer may receive a defined allowance for some of these services as part of their Subscription Fee. Any usage beyond the included allowance will be charged at the applicable rates, as detailed in the Order Form or on TRFG's published pricing page.

2. Term and Termination

2.1 Term

This Agreement begins on the Effective Date, which is the later of (i) the date on which the Customer signs the applicable Order Form and (ii) the date on which TRFG signs the same Order Form.

The Agreement will continue for the Initial Term as specified in the Order Form, or if no term is specified, for twenty-four (24) months from the Access Date.

At the end of the Initial Term, the Agreement will automatically renew for successive twelve (12) month periods unless either party gives written notice of non-renewal at least thirty (30) days before the end of the then-current term.

2.2 Termination for Cause

Either party may terminate this Agreement immediately by written notice if the other party:

- commits a material breach and fails to remedy it within 30 days of written notice;
- becomes insolvent, is unable to pay its debts as they fall due, or has a receiver, liquidator or administrator appointed.

2.3 Termination by Agreement

This Agreement may be terminated at any time by mutual written consent of both parties.

2.4 Effect of Termination

Upon termination:

- TRFG will disable Customer access to the Subscription Service;
- all unpaid fees become immediately due and payable;
- the Customer may request a standard-format export of its data within 30 days;
- TRFG may charge for any custom data exports;
- TRFG will delete Customer Data, including backups, within 60 days unless required by law to retain it.

If the Customer terminates for cause due to TRFG's material default, the Customer is not liable for the remaining Subscription Fees and is entitled to a pro rata refund of any unused prepaid fees.

2.5 Expiry of Unsigned Order Forms

If the Customer does not return a signed Order Form within three (3) calendar months of the date TRFG signs it, the Order Form will expire automatically unless re-issued or extended in writing by TRFG.

3. Subscription and Professional Services

3.1 Subscription Service

TRFG grants the Customer a non-exclusive, non-transferable right to access and use the Subscription Service in accordance with the terms of this Agreement and the applicable Order Form.

TRFG will provide the Customer with access to the Production Environment on the Access Date. Subscription Fees commence on the Access Date, regardless of whether the Customer begins operational use of the Service.

3.2 Professional Services

TRFG may provide Professional Services to support the Customer's use of the SwiftFox platform. These may include implementation assistance, data migration, dashboard creation, configuration, website development, training, consulting, custom development, and other services.

Professional Services will be scoped in one of the following ways:

- Order Form: For predefined or fixed-scope services, details will be included in an Order Form, including applicable fees, timelines, and deliverables. Work under an Order Form will not commence until it has been signed by the Customer.
- Statement of Work: For additional work outside the scope of an Order Form, TRFG may issue a Statement of Work describing the services and either the agreed or approximate fees. Work under a Statement of Work will not commence until the Customer provides written confirmation (such as via email).

Unless otherwise agreed, all Professional Services will be charged on a time and materials basis in accordance with TRFG's then-current rate card, or at a fixed price where specified in the relevant Order Form or Statement of Work.

All Professional Services will be delivered with reasonable skill and care and in accordance with the details set out in the relevant Order Form or Statement of Work.

3.3 Additional Development

TRFG may undertake enhancements to the SwiftFox platform or develop bespoke functionality. Any such work:

- may be initiated by TRFG or requested by the Customer;
- may or may not be fully or partially funded by the Customer;
- may be made available to other TRFG customers;
- remains the exclusive property of TRFG.

TRFG may, at its discretion, undertake additional development to improve the SwiftFox platform or to support specific needs of the Customer, either before or after the Go-Live Date. Such development may provide functionality beyond what is offered at the time of this Agreement.

All development timelines are indicative and non-binding. Delays in development will not affect the Activation Date or delay the commencement of Subscription Fees.

Additional development may be proposed by either party, but will only proceed if agreed in writing. Where co-investment is agreed, any applicable fees will be set out in an Order Form.

TRFG makes no warranty that additional development will be feasible or meet specific business requirements unless expressly detailed in an Order Form. Timelines may change once development begins, and certain scoped items may ultimately prove unachievable.

TRFG may, at its discretion, charge or waive fees for additional development, whether requested by the Customer or undertaken to support evolving platform needs.

All intellectual property rights in the SwiftFox platform and any associated development remain the exclusive property of TRFG. Any roadmaps or forward-looking plans shared with the Customer are indicative only and subject to change.

3.4 Delivery Timelines

All delivery timeframes and implementation schedules provided by TRFG are indicative only and are based on information available at the time of estimation. While TRFG will use reasonable efforts to meet estimated timelines, it will not be liable for any delays in meeting such timeframes, whether caused by TRFG, the Customer, or external dependencies.

The Customer acknowledges that TRFG's ability to meet proposed delivery schedules depends on timely access to information, data, approvals, and personnel from the Customer. If TRFG is prevented from progressing implementation due to Customer delay or inaction, TRFG may revise the implementation timeline by written notice. Any such delay will not change the Access Date or defer the commencement of Subscription Fees, unless otherwise agreed in writing.

4. Acceptable Use

The Customer must ensure that all Authorised Users comply with the Acceptable Use Policy. TRFG may suspend access or terminate accounts in the event of a breach.

5. Fees and Payment

5.1 Fees

The Customer must pay all fees as set out in the applicable Order Form, which may include:

- Subscription Fees;
- Setup Fees
- Consulting Fees;
- usage-based charges (e.g., SMS credits, Email overage fees, calling fees, additional portals);
- hosting, support or other add-on services that apply.

5.2 Invoicing and Payment

Unless otherwise stated in the applicable Order Form:

- Subscription Fees will be invoiced monthly, commencing on the Access Date.
- Consulting Fees, Setup Fees, and other one-off charges will be invoiced in line with the billing frequency or project milestones specified in the Order Form.
- Overage charges for usage beyond agreed allowances (such as excess emails, SMS, or call minutes), as well as any approved additional services, will be invoiced monthly in arrears.
- All invoices are payable within fourteen (14) days of the invoice date, unless otherwise agreed in writing.

5.3 Late Payment

TRFG may charge interest on overdue amounts at 1.5% per month and recover reasonable debt collection costs.

5.4 Taxes

All fees are exclusive of GST and other applicable taxes. The Customer is responsible for paying all such taxes in addition to the quoted prices.

5.5 Hosting Usage Adjustments

TRFG provides hosting as part of the Subscription Fee under a standard enterprise hosting model. If the Customer's usage significantly exceeds normal expectations for an organisation of its size, such as in cases of large-scale growth or abnormal server load, TRFG reserves the right to propose a revised hosting fee or separate hosting arrangement at the time of renewal.

TRFG will consult with the Customer in good faith before making any such adjustment. This clause is only intended for exceptional circumstances.

5.6 Fee Changes

All fees are subject to adjustment. There will be no increase to Subscription Fees during the first twelve (12) months of this Agreement.

TRFG will provide the Customer with at least thirty (30) days' written notice of any fee changes. This notice will include the rationale for the adjustment, including any Hosting Usage Adjustments described in clause 5.5.

6. Warranties and Disclaimers

6.1 TRFG Warranties

TRFG warrants that:

- it has the authority to enter into this Agreement;
- it will provide the Services in accordance with applicable laws and industry standards;
- it owns, or is licensed to use, the Intellectual Property Rights in the Software.
- it will not knowingly introduce viruses or other malicious code.

6.2 Customer Warranties

The Customer warrants that:

- it has the authority and capacity to enter into and perform its obligations under this Agreement;
- it owns or has the necessary legal rights to all Customer Data and any third-party materials provided under this Agreement;
- it grants TRFG the necessary licences and permissions to use Customer Data and third-party materials as required to provide the Services;
- its use of the Service will comply with all applicable laws and regulations and will not infringe the rights of any third party; and
- it will ensure that its Authorised Users comply with this Agreement and do not use the Service for any unlawful or unauthorised purpose.

6.3 Warranty Remedies

If the Services fail to materially meet the warranties in clause 6.1, the Customer must promptly notify TRFG in writing, specifying the nature of the issue in reasonable detail. Upon receipt of such notice, TRFG will be given a reasonable period to:

a) provide a corrected version of the affected Service;
b) implement a commercially reasonable workaround that is not materially detrimental to the Customer; or
c) re-perform the affected Services.

These remedies will be provided at no additional cost to the Customer and constitute the Customer's sole and exclusive remedy for any breach of the warranties in clause 6.1.

If TRFG does not remedy the breach within sixty (60) days of receiving the notice, the Customer may terminate this Agreement by providing written notice. In that event, the Customer will be entitled to a pro rata refund of any prepaid Subscription Fees covering the period after termination.

Termination under this clause is without prejudice to any rights or remedies accrued prior to termination. The remedies set out above are conditional on the Customer having complied with its obligations under this Agreement, including timely notification and reasonable cooperation in identifying and resolving the issue.

6.4 Disclaimers

To the maximum extent permitted by law, the Service is provided "as is" and "as available". TRFG does not warrant that the Service will be uninterrupted, error-free, or free from viruses or other harmful components. Except as expressly set out in this Agreement, TRFG disclaims all other warranties, whether express, implied, statutory or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. This disclaimer does not limit any express service levels or availability commitments set out in a separate Service Level Agreement between TRFG and the Customer, where applicable.

TRFG does not control or verify Customer Data and makes no representations or warranties regarding its accuracy, completeness, reliability, integrity, quality, or fitness for any purpose. Use of the Service, including any outputs or results generated by it, is at the Customer's sole risk. TRFG will not be liable for any reliance placed on such results by the Customer or any third party.

Nothing in this Agreement excludes, restricts or modifies any consumer guarantees, rights or remedies conferred by applicable legislation that cannot be excluded, restricted or modified by agreement.

The Service may include features that generate outputs using automated processing, including machine learning or artificial intelligence. TRFG makes no warranty as to the accuracy, reliability, suitability, or legality of any such outputs.

7. Liability, Indemnity and Insurance

7.1 Unlimited Liability

Nothing in this Agreement limits or excludes either party's liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- breach of confidentiality or Intellectual Property Rights;
- breach of applicable privacy laws, including obligations under clause 7.8 (Privacy Compliance and Mutual Indemnity); or
- any other liability that cannot be excluded or limited under applicable law.

7.2 Limitation of Liability

Subject to clause 7.1, the total aggregate liability of each party to the other for any claim arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute, or otherwise, is limited for each Contract Year to the total Subscription Fees paid by the Customer during that Contract Year.

7.3 Exclusion of Consequential Loss

Subject to clause 7.1, neither party is liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to:

- loss of profits, revenue, or anticipated savings;
- loss of business, customers, contracts, opportunities, or goodwill;
- loss or corruption of data or software;
- inability to use hardware, software, or data;
- wasted management or staff time.

While TRFG performs routine backups of Customer Data within the Subscription Service environment, the Customer remains responsible for maintaining its own independent backups. TRFG is not liable for any loss, corruption, or unavailability of Customer Data.

7.4 Proportionate Liability

Where a loss arises due to the acts or omissions of both parties (or their personnel), each party's liability is limited to the proportion of the loss fairly attributable to its own conduct.

7.5 Indemnity by TRFG

TRFG will indemnify, defend, and hold harmless the Customer from and against any third-party claim alleging that the Subscription Service infringes valid Intellectual Property Rights, provided that:

- the Customer promptly notifies TRFG in writing of the claim;
- TRFG has sole control of the defence and settlement; and

- the Customer provides reasonable cooperation.

This indemnity does not apply to claims arising from:

- unauthorised modifications to the Subscription Service,
- use in combination with non-TRFG products, or
- use outside the scope of this Agreement.

7.6 Indemnity by the Customer

The Customer will indemnify, defend, and hold harmless TRFG (and its officers, employees, contractors, and agents) from any claim, loss, or liability arising from or in connection with:

- misuse or unauthorised use of the Subscription Service;
- breach of this Agreement (including warranties in clause 6) by the Customer or its Authorised Users;
- actual or alleged infringement of third-party Intellectual Property Rights arising from Customer Data, Customer Content, or third-party materials provided by the Customer; or
- third-party claims relating to the Customer's use of the Subscription Service, except where caused directly by TRFG's breach or negligence.

This clause survives termination or expiry of this Agreement.

7.7 Insurance

TRFG will, at its own expense, maintain the following insurance policies with a reputable insurer throughout the Term of this Agreement:

- Cyber Liability Insurance
- Information and Communication Technology (ICT) Liability Insurance
- Public Liability Insurance
- Business Insurance
- Management Liability Insurance

Evidence of current insurance coverage will be provided upon reasonable request. Maintaining these policies does not limit TRFG's obligations or liabilities under this Agreement.

7.8 Privacy Compliance and Mutual Indemnity

Each party must ensure that its personnel comply with applicable privacy laws, including the Privacy Act 1988 (Cth) and associated regulations. Each party indemnifies the other for any loss or liability arising from a breach of these obligations by its personnel. This clause survives termination of this Agreement.

7.9 Service Levels

TRFG maintains a published Service Level Agreement (SLA), including system availability targets and support response times.

This is available at https://www.swiftfoxcrm.com/policies/service-level-agreement-for-swiftfox-crm or such other URL as TRFG may notify from time to time.

The SLA is incorporated by reference and may be updated periodically to reflect changes in service delivery.

8. Intellectual Property

8.1 Ownership

Each party retains ownership of its pre-existing Intellectual Property Rights. Nothing in this Agreement transfers ownership of Intellectual Property from one party to the other, except as expressly stated.

8.2 TRFG Intellectual Property

TRFG and its licensors retain all rights, title, and interest in and to the Subscription Service and all related Intellectual Property Rights, including:

- the Software and its underlying source code and architecture;
- all platform features, modules, and enhancements (including those developed or configured during the Term);
- user interfaces, documentation, training materials, and TRFG Content;
- system configurations, templates, and system-generated outputs; and
- all branding, trademarks, logos, and other proprietary marks (together, "TRFG IP").

Except as expressly permitted under this Agreement, the Customer must not copy, reproduce, modify, adapt, create derivative works from, distribute, transmit, or publicly display any part of the TRFG IP without TRFG's prior written consent.

8.3 Customer Intellectual Property

The Customer and its licensors retain all rights, title, and interest in and to:

- Customer Data;
- Customer Content; and
- any materials, documents, or third-party content provided to TRFG under this Agreement (together, "Customer IP").

The Customer grants TRFG a non-exclusive, royalty-free, worldwide licence to use, host, copy, transmit, and modify the Customer IP solely as required to provide the Services and perform TRFG's obligations under this Agreement.

The Customer warrants that it has the necessary rights and permissions to grant this licence and that TRFG's authorised use of the Customer IP will not infringe any third-party rights.

8.4 Feedback

TRFG may use any feedback, suggestions, or recommendations provided by the Customer or its Authorised Users to improve its products or services, without obligation, attribution, or restriction.

9. Website Design and Hosting Services

9.1 Content Responsibility

The Customer is solely responsible for all content displayed or uploaded to the website, including but not limited to text, images, videos, files, and external links. TRFG accepts no liability for the accuracy, legality, or appropriateness of content displayed on the Customer's website.

9.2 Domain Name Registration and Fees

The Customer is responsible for the registration, renewal, and management of any domain names associated with their website, unless otherwise agreed in writing.

TRFG is not liable for any website outages or issues arising from domain name expiration, misconfiguration, or transfer delays.

9.3 Hosting and Uptime

Where TRFG provides website hosting, it will take reasonable steps to ensure availability. However, no guarantee is given for uninterrupted access. TRFG is not liable for interruptions, outages, or data loss.

9.4 Customer Training and Handover

TRFG will provide access to training materials via the SwiftFox Academy to enable the Customer to manage and maintain their website independently. Upon completion of the website build and handover, the Customer assumes full responsibility for ongoing maintenance, content updates, and general upkeep of the website.

9.5 Third-Party Integrations and Tools

At the Customer's request, TRFG may implement third-party tools or services, such as payment gateways, form tools, or plug-ins. TRFG is not responsible for the availability, performance, or cost of third-party services, which may be subject to their own terms and pricing.

9.6 Intellectual Property

TRFG retains full ownership of all proprietary templates, components, frameworks, and code developed as part of its website platform offering.

This includes any new elements created during the course of the project, whether for a new website or enhancements to an existing one.

Any templates, frameworks, components, or code developed or enhanced by TRFG during the project may be reused, modified, or repurposed by TRFG for other Customers or projects.

The Customer is granted a non-exclusive, non-transferable licence to use the completed website for its operations. All content supplied by the Customer remains the Customer's intellectual property.

9.7 Security and Backups

The Customer is responsible for maintaining secure login credentials and user permissions for the website content management system.

9.8 Termination and Suspension

TRFG reserves the right to suspend hosting services or disable access to the website if fees remain unpaid or if the Customer breaches the terms of this Agreement.

TRFG will provide reasonable written notice and an opportunity for the Customer to remedy any such breach prior to suspension or termination.

9.9 Optional Ongoing Support

TRFG will provide ongoing website support as part of the standard website services offering. This includes reasonable troubleshooting, routine software updates, and assistance with minor content changes.

Support services do not include major redesigns, new development, or third-party integrations unless otherwise agreed in writing. Any work outside the standard support scope may be billed separately on a time and materials basis or included in a separate agreement.

9.10 Website Attribution and Branding

All websites or digital platforms developed by TRFG or built on the SwiftFox platform will display a visible SwiftFox credit in the footer, linking to https://www.swiftfoxcrm.com. This credit will be clear, unobstructed, and cannot be removed or altered without TRFG's prior written consent.

10. Data Protection and Privacy

10.1 Compliance

TRFG will comply with the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs), and all other applicable data protection and privacy laws in the collection, use, storage, and handling of personal information.

10.2 Data Breach Notification

TRFG will notify the Customer without undue delay and, in any event, within 72 hours of becoming aware of any data breach affecting Customer Data, consistent with the requirements of the Notifiable Data Breaches (NDB) scheme.

Such notification will be provided by email to the Customer's System Administrator or other nominated contact. TRFG will cooperate reasonably with the Customer to assist in any legal or regulatory reporting obligations relating to the breach.

10.3 Subprocessors

TRFG may engage third-party service providers and subprocessors to assist in delivering the Services, including for hosting, analytics, support, infrastructure, and other operational functions.

TRFG will ensure that all subprocessors are contractually bound to data protection, confidentiality, and security obligations that are no less protective than those imposed on TRFG under applicable privacy laws and this Agreement.

10.4 Data and Information Security Measures

TRFG is committed to maintaining robust information security practices, which include:

- Hosting all client data within Microsoft Azure data centres, with geo-redundant replication across primary and secondary regions;
- Encrypting data both in transit and at rest using industry-standard encryption protocols;
- Adhering to ISO 27001:2013 standards, with annual reviews to ensure continuous improvement in managing information security risks;
- Conducting regular penetration testing and technical vulnerability assessments, promptly addressing any identified issues;

- Implementing role-based access controls to ensure only authorised personnel have access to sensitive information;
- Utilising advanced monitoring tools to detect and respond to suspicious activities in real time.

11. Service Level Agreement (SLA)

The SwiftFox Service Level Agreement (SLA), published at https://www.swiftfoxcrm.com/policies/service-level-agreement-for-swiftfox-crm, forms part of this Agreement and is binding on both parties.

12. Acceptable Use Policy

The SwiftFox Acceptable Use Policy, published at https://www.swiftfoxcrm.com/policies/acceptable-use-policy, forms part of this Agreement and is binding on all Authorised Users.

It sets out permitted and prohibited uses of the Subscription Service.

13. Professional Conduct and Mutual Non-Disparagement

Both parties agree to act in a professional manner and in good faith at all times in connection with this Agreement. This includes maintaining timely and constructive communication, cooperating reasonably, and working together to resolve issues without undue delay.

Each party also agrees to treat the other's personnel, including employees, contractors, and representatives, with courtesy, respect, and professionalism at all times. Harassment, aggressive behaviour, or disrespectful conduct towards staff will not be tolerated and may be considered a material breach of this Agreement.

The Customer (including its staff, contractors, and agents) agrees not to make or authorise any public statements, reviews, or comments whether oral, written, or digital, that may reasonably be expected to damage TRFG's reputation. This includes online platforms, social media, and review sites.

TRFG likewise agrees not to make or authorise any statements that may reasonably be expected to damage the Customer's reputation.

Concerns must be raised privately, with each party offering reasonable opportunity to resolve the matter. Public commentary or disclosure of such concerns is not considered an appropriate or acceptable channel for resolution.

Nothing in this clause restricts legally required disclosures or statements made in formal legal proceedings.

This clause survives termination.

14. Customer Responsibilities

The Customer acknowledges and agrees that it is solely responsible for determining whether the Service meets its technical and business requirements before entering into this Agreement. TRFG is not responsible for providing any bespoke development, modifications or refunds in the event that the Customer's expectations or assumptions about the functionality of the Service are not met.

The Customer is responsible for ensuring it has the internal technical and project resources necessary to support successful onboarding, implementation, and use of the Service.

The Customer must provide any information, data, content, or approvals requested by TRFG within five (5) Business Days to support the setup, configuration, or delivery of the Service.

The Customer is responsible for the accuracy, completeness, and quality of all data it provides to TRFG.

The Customer must ensure that any third-party systems it integrates with the TRFG platform are properly configured, supported, and maintained.

The Customer must ensure all Authorised Users comply with this Agreement and are properly trained before using the Service.

The Customer agrees not to use the Service in any way that interferes with other TRFG Customers or the overall performance and integrity of the platform.

The Customer must notify TRFG promptly of any suspected security breach or unauthorised access.

The Customer must designate a Project Lead to manage Authorised User access and be the primary contact for administrative matters. The Project Lead may be changed by written notice to TRFG.

15. Suggestions

We encourage all customers to provide feedback, suggestions, and ideas to improve the Subscription Service or Consulting Services.

The Customer agrees that all such comments and suggestions are non-confidential and that TRFG own all rights to use, modify, and incorporate them into the Subscription Service or Consulting Services without any payment or attribution to the Customer.

16. Audit and Compliance

16.1 Audit Rights

TRFG reserves the right to audit the Customer's use of the Services to verify compliance with the terms of this Agreement, including (but not limited to) licensing restrictions, usage limits, and Authorised User entitlements.

16.2 Customer Obligations During Audit

The Customer must, upon request, certify its compliance with this Agreement, including confirming that the number of Authorised Users has not been exceeded. TRFG may, on reasonable notice and during normal business hours, conduct audits to verify such compliance. The Customer agrees to cooperate with any audit by providing timely access to relevant systems, records, and personnel. If an audit is conducted on-site, it will take place in the presence of a designated representative of the Customer.

16.3 Audit Scheduling

If the proposed audit date or time is not suitable, the Customer may suggest an alternative, provided it is no more than two (2) Business Days from the original date proposed by TRFG.

16.4 Audit Costs and Breach Consequences

If an audit reveals that the Customer has exceeded the permitted usage or is otherwise in breach of this Agreement, the Customer agrees to promptly pay any applicable additional fees. If the breach exceeds five percent (5%) of the permitted usage, the Customer shall also reimburse TRFG for the reasonable costs incurred in conducting the audit.

17. Subcontracting

17.1 Use of Subcontractors

TRFG may engage subcontractors to perform certain aspects of the Services.

TRFG shall remain responsible for the acts and omissions of its subcontractors as if they were its own employees.

18. General Terms

18.1 Governing Law

This Agreement is governed by the laws of Victoria, Australia.

18.2 Jurisdiction

The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.

18.3 Assignment

Neither party may assign this Agreement without prior written consent, except in connection with a merger, acquisition or sale of substantially all assets.

18.4 Force Majeure

Neither party is liable for delay or failure to perform due to events beyond its reasonable control, including natural disasters, pandemics, war, or government actions.

18.5 Notices

All notices must be in writing and sent to the addresses in the most recent Order Form or otherwise notified in writing.

18.6 Amendments

TRFG may update its standard terms, policies, or linked documents (including the Acceptable Use Policy and Service Level Agreement) by publishing a revised version on the SwiftFox website at https://www.swiftfoxcrm.com and notifying the Customer in writing. TRFG will provide at least 30 days' written notice of any such changes.

Continued use of the Services after the notice period constitutes acceptance of the updated terms. It is the Customer's responsibility to review any changes. If the Customer reasonably objects to a material change, the parties will work together in good faith to resolve the concern.

18.7 Entire Agreement

This Agreement, together with all executed Order Forms and any TRFG policies expressly referenced within it, including the Acceptable Use Policy and the Service Level Agreement, constitutes the complete and exclusive agreement between the parties. It overrides any prior discussions, proposals, understandings, or communications, whether written or oral.

No other documents, terms, or representations form part of this Agreement unless specifically included by a written amendment signed by both parties.

TRFG may provide the Customer with additional materials, such as user guides, presentations, or product descriptions, to support the Customer's understanding of the Subscription Service or related offerings. These materials are provided for information only and do not form part of this Agreement or create any binding obligations.

18.8 Severability

If any part of this Agreement is found invalid, the remainder will continue in full force, and the invalid provision will be replaced with one of similar intent.

18.9 Public Terms and Amendments

The current version of this Master Services Agreement is published at:

https://www.swiftfoxcrm.com/policies/master-services-agreement

TRFG may update the terms of this Agreement or related policies from time to time, including to reflect legal or regulatory changes or to accommodate updates to its products and services.

Where any updates materially affect the Customer's existing rights or obligations, TRFG will provide written notice to the Customer. If the Customer has concerns regarding the amended terms, TRFG will engage in good faith discussions to address them.

Unless otherwise agreed in writing, continued use of the Subscription Service following the effective date of any such updates will constitute the Customer's acceptance of the updated terms.

18.10 Electronic Execution

TRFG may, at its discretion, offer the Customer the ability to execute Order Forms electronically through an authorised e-signature platform or online self-service process. Completion of an Order Form by electronic means will constitute binding acceptance of both the Order Form and this Master Services Agreement.

Alternatively, the Customer may choose to print, sign, and return the Order Form manually. Where a printed Order Form is used, the Customer must return the signed document to the TRFG representative who issued or signed the Order Form. A scanned copy sent by email will be sufficient for execution.