



## Terms of Service

Last updated on 1<sup>st</sup> February 2024

### 1. Agreements for the supply of products and services

- 1.1. Each time a Quotation is accepted by you, a separate contract will be entered into consisting of the following documents (each, an **Agreement**):
  - (a) this Terms of Service;
  - (b) the Quotation; and
  - (c) the applicable Service Schedule(s).
- 1.2. To the extent of any inconsistency between the documents listed in subclauses 1.1(a) to 1.1(c), the document listed first in clause 1.1 shall prevail.
- 1.3. Each Quotation is only open for acceptance for the duration of the period specified in the applicable Quotation or where there is no period specified, for 30 days from the date of the Quotation. We have no obligation to supply any products or services under an Agreement other than as expressly required by the applicable Quotation.
- 1.4. We may modify this Terms of Service or any Service Schedule at any time and from time to time, in our absolute discretion. The modified versions will only apply to Agreements that we subsequently enter into with you. We will provide you with a copy of the modified versions or upload them to our website at teamcomx.com.au. It is your responsibility to ensure that you have read and understood them.

### 2. Term

- 2.1. Each Agreement will commence on the commencement date specified in the Quotation, or if the Quotation does not specify a commencement date, the Agreement will commence on the date of your acceptance of the Quotation.
- 2.2. If a contract term, initial term or minimum period is specified in a Quotation (each, a **Minimum Period**), upon expiry of the Minimum Period, the Agreement will automatically extend for subsequent consecutive renewal periods specified in the Quotation (or where no such renewal period is specified, for subsequent consecutive 30 day periods) (each, a **Renewal Period**), until and unless either party notifies the other party in writing that it wishes to terminate the Agreement at least thirty (30) days prior to the expiry of the Minimum Period or the then current Renewal Period (as applicable) (time being of the essence), in which case if such notice is provided, the Agreement will terminate at the end of the Minimum Period or the then current Renewal Period (as applicable).
- 2.3. If there is no Minimum Period, the Agreement will continue from the Commencement Date until the Ordered Products have been supplied to you and the Ordered Services have first been provided to you, and thereafter until either party terminates the Agreement on thirty (30) days' prior written notice to the other party.

### 3. Supply of Ordered Products and Services

- 3.1. We will use our best endeavours to supply and/or procure the supply of the products and/or services specified in a Quotation (respectively **Ordered Products** or **Ordered Services** and collectively, **Ordered Products and Services**) to you, substantially in accordance with any Specifications.
- 3.2. You must provide all necessary:
  - (a) cooperation, permissions, authorisations, assistance and consents (including all relevant third-party and End User consents and authorisations); and
  - (b) access to an appropriate working environment at Your Premises (where applicable), such information (including account logins), Your Equipment, Personnel, End Users, servers, networks, data, content, facilities, documentation, records, resources, records, equipment and premises,as reasonably required by us to supply and/or procure the supply of the Ordered Products and Services to you.
- 3.3. Where required by us, you must also arrange safe and timely access to Your Premises for our Personnel and Third Party Providers to provision, install, support and maintain the applicable Ordered Products and Services. Support and maintenance are not within the scope of an Agreement unless

the applicable Quotation clearly states that they will be provided.

- 3.4. Unless expressly specified in a Quotation or Service Schedule, we are not liable for:
  - (a) the content, security or communications that you receive, access or rely upon when using Ordered Products and Services;
  - (b) the installation of electrical wiring, removal of doors, widening of entrances or any other structural work of any description at Your Premises. You must procure all such work to be carried out prior to our, and/or our Third Party Providers', attendance at Your Premises for the purposes of carrying out any installation, configuration or setup of any Ordered Products and Services;
  - (c) ensuring that Your Equipment is compatible or interoperable with Ordered Products and Services; and
  - (d) all and any acts and omissions of your Personnel and End Users.
- 3.5. With respect to any proposed installation, commencement or start dates specified in a Quotation:
  - (a) time is not of the essence and such dates are estimates only; and
  - (b) where we or our Personnel or Third Party Providers are unable to provision any Ordered Products and Services by any agreed or estimated installation, commencement or start date for any reason, you are not required to pay any fees for the Ordered Products and Services until they are provisioned and:
    - (i) we may terminate the relevant Agreement at any time prior to the provisioning being completed, by notice to you, without liability, except where the delay is caused by a matter within our reasonable control; and
    - (ii) you may terminate the relevant Agreement prior to the provisioning being completed, by notice to us, except where the delay is caused by a matter within your reasonable control,without liability if the Ordered Products and Services are not installed or provisioned (as applicable) within sixty (60) days after the agreed or estimated installation, commencement or start date for any reason.

### 4. Performance and availability of Ordered Products and Services

- 4.1. We warrant that Ordered Products and Services will perform materially in accordance with the Specifications.
- 4.2. We do not warrant that Ordered Products and Services will be:
  - (a) uninterrupted or error-free, free from fault or external intrusion; or
  - (b) suitable for or will meet your requirements, unless such warranties are expressly set out in a Quotation or Service Schedule or cannot be excluded from the relevant Agreement under Applicable Law.
- 4.3. If there are Service Levels specified in a Quotation or Service Schedule, we will use our best endeavours to ensure that the applicable Ordered Services comply with those Service Levels.
- 4.4. We may in our sole discretion, vary Ordered Services at any time or from time to time, provided that such variation does not have an adverse effect on the performance of the Ordered Services.

### 5. Your Equipment and Our Equipment

- 5.1. An Agreement does not transfer or assign title to Your Equipment to us.
- 5.2. An Agreement does not transfer or assign title to Our Equipment to you unless it expressly provides otherwise.
- 5.3. You must not, except as authorised in writing of us, grant or permit the grant or existence of any Security Interest in Our Equipment.
- 5.4. You must promptly notify us if any of Your Equipment in our possession or control becomes subject to any Security

Interest or Purchase Money Security Interest (as defined under the PPSA) and you hereby indemnify us from and against all and any loss and/or damage incurred by us caused by any of the foregoing matters or the repossession of any such items that are Your Equipment or any other action taken by any person that is a secured party in respect of Your Equipment in our possession or control.

- 5.5. You must keep Your Equipment that is in our possession or control insured for its full replacement value at all applicable times. You must provide us with a certificate of currency in respect of that insurance within ten (10) Business Days of a request by us at any time.

## 6. Your Data

- 6.1. Data in any form entered or uploaded into, or generated from, Ordered Products and Services by you, your Personnel or your End Users (**Your Data**) is, as between you and us, owned by you and an Agreement does not transfer any IPR in Your Data to us.
- 6.2. We will comply with all applicable data protection and privacy laws in respect of Your Data and not use Your Data other than to:
- (a) perform our obligations under a relevant Agreement; and/or
  - (b) comply with our legal obligations.
- 6.3. You must ensure that:
- (a) your End Users are fully entitled (and where applicable, licensed) to disclose to us all of Your Data that is entered into Your Equipment and Ordered Products and Services;
  - (b) all of Your Data is accurate and up-to-date;
  - (c) the collection, use, disclosure and processing of Your Data by us, our Personnel and Third Party Providers for the purposes of an Agreement does not breach any Applicable Law or any person's rights; and
  - (d) you will handle all notifiable data breach obligations under Applicable Law in respect of Your Data, including in respect of any End User's personal information that is jointly held by us and you.
- 6.4. By entering into an Agreement you will be deemed to have granted to us a licence to use Your Data as required by us to comply with our obligations under the Agreement.
- 6.5. Your Data may be hosted by us or our Third Party Providers on hardware or infrastructure located in or outside Australia. We may or may not own the infrastructure or the premises in which the infrastructure is located.
- 6.6. Data loss and corruption is unpredictable and can occur from time to time. You must keep a backup copy of Your Data at all times to minimise loss that may occur as a result of possible data loss or corruption.

## 7. Our Intellectual Property Rights

- 7.1. As between you and us, we own all IPR in:
- (a) Ordered Services (including any software, Source Code, Object Code, databases and database structures that are incorporated into or supplied in connection with the Ordered Services); and
  - (b) all Output (except to the extent that it comprises Your Data) made available in or via Ordered Products and Services, (collectively, **Our IPR**).
- 7.2. You must not represent that you own any of Our IPR.
- 7.3. You must not directly or indirectly do anything that would or might invalidate, jeopardise, limit, interfere with or put in dispute Our IPR and you must not do or authorise the commission of any act that would or might invalidate or be inconsistent with our (or our licensors') ownership of Our IPR.
- 7.4. You hereby assign to us all and any IPR in all and any suggestions or requests for new features, that you and/or your employees may disclose to us (each, an **Improvement Suggestion**). Each such comment and Improvement Suggestion becomes our sole and exclusive property. This assignment is effective when you or your employees make the comment or disclose the Improvement Suggestion to us including under section 197 of the *Copyright Act 1968* (Cth) and in equity. You must procure from your employees an irrevocable and freely given written consent from each of them to the infringement of any Moral Rights that they may have in

any such Improvement Suggestions by us and by any third parties who we authorise.

## 8. Confidentiality

- 8.1. Each party may receive information from the other party (**disclosing party**) during the Term that is marked as confidential or is deemed confidential by Applicable Law (**Confidential Information**).
- 8.2. The party who receives Confidential Information from the disclosing party (**receiving party**) may not, at any time without the disclosing party's prior written consent, use and/or disclose any Confidential Information, other than to exercise its rights and perform its obligations under a relevant Agreement or to comply with Applicable Law.
- 8.3. Where we are required to do so under any contract with any supplier, we may disclose your Confidential Information to the supplier, where the supplier provides us with products or services that we use to provide any Ordered Services.
- 8.4. Confidential Information does not apply to information:
- (a) that is independently developed, obtained or known by the receiving party, without breaching any obligation of confidence to the disclosing party;
  - (b) that the receiving party can prove was already known to it at the time of disclosure by the disclosing party;
  - (c) that is in the public domain, except where due to a breach of the relevant Agreement or any breach of any obligation of confidence or Applicable Law; or
  - (d) that the receiving party must disclose under the rules of any stock exchange on which it or its holding company is listed.

## 9. Acceptable Use

- 9.1. You must ensure that any person who accesses and/or uses any Ordered Services (each, an **End User**):
- (a) complies with all applicable Documentation, Applicable Law, our directions and policies (including any security policy) in the course of such access and/or use;
  - (b) does not infringe or permit any person to infringe any of our, or our licensors', IPR;
  - (c) provides us with access to Your Data, Personnel, Your Equipment and any cooperation and assistance as necessary for us to carry out our duties under any relevant Agreement;
  - (d) does not provide their passwords or other access credentials to any other person;
  - (e) immediately notifies us of any unauthorised or suspected unauthorised use or disclosure of any access credentials for Ordered Services; and
  - (f) uses reasonable and appropriate security measures and precautions when using any Ordered Services.
- 9.2. You must:
- (a) ensure that you maintain a reliable internet connection for us to connect to Your Equipment, Personnel, End Users, servers, networks, data, content, facilities, documentation, records, resources, records, equipment and premises, where reasonably required by us to provide any Ordered Services;
  - (b) ensure that your premises are suitable and maintained in a manner suitable for the use of any Ordered Products and Services;
  - (c) without limiting paragraph (b), provide us with a suitable workspace from which to perform any on-site services, where we are required to attend at Your Premises under any Agreement;
  - (d) maintain all building cabling (existing and new) in accordance with all Australian industry standards and guidelines necessary for any Ordered Products and Services to operate; and
  - (e) not do anything that interferes with or prevents the proper functioning of any Ordered Services.
- 9.3. The availability of any Ordered Services will be subject to any bandwidth limitations, internet and network downtime and congestion, database size limitations, throughput limitations and other technical and non-technical limitations or restrictions as set out in the Specifications and/or Documentation.

- 9.4. Unless otherwise expressly specified in an Agreement, you must not, and must not permit any person to, use any Ordered Services:
- to copy, alter, modify, tamper with, create derivative works from, reproduce, resell, transfer to a third party, reverse assemble, reverse engineer, reverse compile or enhance any Ordered Services or any trade marks, any patent or copyright notices, or any confidentiality legend, notice or other means of identification, used on or in relation to any Ordered Services;
  - in any manner that breaches Applicable Law or violates all or any legal rights of any person in any jurisdiction (including any person's privacy, such as by way of identity theft or "phishing");
  - to license, sublicense, resell, assign, novate, transfer, distribute, or provide others with access to, any Ordered Services;
  - to "frame", "mirror" or serve any Ordered Services on any web server or other computer server over the Internet or any other network;
  - to store, transmit, distribute or introduce malicious programs into our systems, network or servers (e.g., viruses, worms, trojan horses, e-mail bombs);
  - to make fraudulent or misleading offers of goods or services;
  - to carry out security breaches or disruptions of network communication (security breaches include, accessing data of which you are not an intended recipient, logging into a server or account that you are not expressly authorised to access, corrupting any data, network sniffing, pinged floods, packet spoofing, denial of service and forged routing information for malicious purposes);
  - to execute any form of network monitoring which will intercept data not intended for you; or
  - to circumvent user authentication or security of any of our hosts, networks or accounts or those of our customers or Third Party Providers, (collectively, **our Acceptable Use Policy**).
- 10. Fees**
- 10.1. You must pay the Fees to us in accordance with the Payment Terms and each applicable Service Schedule.
- 10.2. Except as expressly specified otherwise in the Payment Terms, all invoices issued by us must be paid within thirty (30) days from the date of issue of an invoice.
- 10.3. Except as otherwise set out in a Quotation, the Fees are exclusive of all taxes such as GST and you agree to pay all such taxes to us, in respect of any Supply (as that term is defined in the GST Law) made for the purposes of the relevant Agreement. You must pay all such taxes at the same time as the Fees.
- 10.4. Without limiting any other rights or remedies available to us, we may suspend our obligations under an Agreement and your access to Ordered Services if you fail to pay the Fees in accordance with the Payment Terms.
- 10.5. If you fail to make any payment due to us under an Agreement in accordance with the Payment Terms then, without limiting our rights and remedies, you shall pay interest on the overdue amount at a rate equal to the current overdraft rate that we have with our principal banker from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment, and you shall pay the interest together with the overdue amount upon demand by us. You must indemnify us from and against all and any legal costs and disbursements (on a full indemnity basis) that we incur in connection with the proceedings set out in this clause 10.5.
- 11. Liability**
- 11.1. Except to the extent such loss cannot be excluded from an Agreement under non-excludable Applicable Law, neither party is liable to the other party for any loss of profits, loss of business opportunity, loss of revenue (other than caused by your failure to pay the Fees or as specified in clause 13.5) or loss of savings, whether arising in contract, tort (including negligence) or otherwise, and whether the loss or damage is foreseeable or not.
- 11.2. Except to the extent such loss cannot be excluded from an Agreement under non-excludable Applicable Law, a party (the **first party**)'s aggregate liability for all claims for loss or damage that the other party may incur due to the first party's breach of an Agreement, that is not otherwise excluded by the terms and conditions of the Agreement, is capped at an amount equivalent to the quantum of the Fees paid or payable under the Agreement.
- 11.3. Where liability for breach of any mandatory guarantees that apply to an Agreement under the ACL can be limited, our liability arising from any breach of those guarantees (if any) is limited, at our option: (i) with respect to the supply of goods, to the replacement or repair of the goods or the cost of resupply or replacement of the goods; and/or (ii) with respect to services, to the supply of the services again or the cost of re-supplying the services again.
- 11.4. Other than any non-excludable guarantees that apply to an Agreement under the ACL (if any), all conditions, warranties and guarantees that would be implied in any Agreement are hereby excluded from the Agreement.
- 11.5. Ordered Products and Services and their Output does not constitute financial, legal or other advice. You must obtain all appropriate professional, financial, legal and other advice as applicable before relying on any Output. You must not represent (either expressly or impliedly) that any Output is our advice.
- 11.6. A party is not liable for any failure to perform an Agreement caused by the other party or the other party's Personnel.
- 12. Force Majeure Event**
- 12.1. A party is not liable for any failure to perform its obligations under an Agreement if such failure was caused by a Force Majeure Event. If a Force Majeure Event that prevents a party from performing its obligations under an Agreement continues for forty-five (45) consecutive days, either party may terminate the Agreement by prior written notice to the other party.
- 13. Termination**
- 13.1. A party may terminate an Agreement by written notice to the other party if the other party (**the defaulting party**) commits a breach of the Agreement that is not remediable, or if the breach is a remediable breach and the defaulting party fails to remedy the breach within fourteen (14) days after receiving written notice requiring the breach to be remedied.
- 13.2. Either party may terminate an Agreement if a Third Party Provider ceases to provide hardware, software, products or services that we require to comply with our obligations to supply any Ordered Products or Services under the Agreement to you.
- 13.3. Either party may terminate an Agreement by written notice to the other party if the other party suffers an Insolvency Event.
- 13.4. If an Agreement is terminated for any reason, each party shall, at the other party's option, promptly destroy or return all copies of the other party's Confidential Information in its possession or control to the other party.
- 13.5. If an Agreement is terminated prior to the expiry of the Minimum Period (other than due to our breach or if we suffer an Insolvency Event or where due to a Force Majeure Event), you will pay Early Termination Fees. If Early Termination Fees are payable, we shall send you a tax invoice in respect of the Early Termination Fees and you will pay that invoice within fourteen (14) days.
- 13.6. Any rights or obligations that, by their nature, survive termination of an Agreement shall so survive, including any provision dealing with fees, Early Termination Fees, confidentiality, IPR, liability, dispute resolution and jurisdiction.
- 13.7. Termination does not affect any accrued rights of either party.
- 14. Notices**
- 14.1. All notices required or permitted to be made under an Agreement shall be in writing and shall be deemed delivered if:
- delivered in person;
  - sent by post to the recipient's postal address identified in the relevant Quotation; or
  - sent by email to the recipient's email address identified in the relevant Quotation.

- 14.2. Notice given under subclause 14.1(a) shall be effective upon delivery.
- 14.3. Notice given under subclause 14.1(b) shall be effective six (6) Business Days after posting if posted domestically in Australia, or upon confirmation of delivery if posted to or from Australia to any other country.
- 14.4. Notice given under subclause 14.1(c) shall be effective on the day on which it is transmitted if the sender receives a read or delivery receipt confirming delivery or receipt of the email, unless a notification failure email is received, or otherwise when a reply to the email is received.
- 14.5. Any party may change its address for notice hereunder by giving written notice to the other party in accordance with this clause 14.

## 15. Non-Solicitation

- 15.1. During the Term and the Restraint Period, each party (the **first party**) agrees that it will not:
- (a) engage, canvass, solicit or endeavour to entice any employee or agent of the other party to terminate their contracts of employment or agency with the other party; or
  - (b) assist or induce any other person to perform any of the acts specified in paragraph (a).
- 15.2. The first party acknowledges that any breach by it of this clause 15 would cause irreparable harm and significant damage to the other party and accordingly that the other party has the right to seek and obtain immediate injunctive relief in relation to any such breach or threatened breach.
- 15.3. The first party acknowledges that the covenants in respect of non-solicitation contained in this clause 15 are fair and reasonable and that the other party is relying upon this acknowledgement in entering into each Agreement.

## 16. General

- 16.1. A party may not assign its rights or novate its obligations under an Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed).
- 16.2. If any provision of an Agreement is deemed invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain enforceable.
- 16.3. The relationship between you and us is non-exclusive and:
- (a) nothing in an Agreement will prevent us from supplying any goods or services to any third party in our absolute discretion; or
  - (b) prevent you from engaging any third party to provide you with any goods or services in your absolute discretion unless:
    - (i) the relevant Quotation specifies otherwise; or
    - (ii) such engagement would result in your breach of clause 15.
- 16.4. We are an independent contractor and nothing contained in an Agreement creates any relationship of partnership, employment, joint venture or agency between the parties.
- 16.5. Each Agreement is the entire agreement between you and us about its subject matter and supersedes all other proposals, arrangements, representations or agreements between the parties about its subject matter.
- 16.6. An Agreement may be amended only by a written document signed by the parties and a provision of or a right under the Agreement may not be waived or varied except in writing signed by the party to be bound.
- 16.7. Each Agreement is governed by the laws in force in New South Wales. Each party submits to the exclusive jurisdiction of the courts located in that State and the courts of appeal from them in relation to any proceedings concerning an Agreement.

## 17. Definitions and Interpretation

- 17.1. In this Terms of Service, words in bold font in parentheses have the meanings given to them therein. In addition, the following words have the following meanings:

**ACL** means schedule 2 to the *Competition and Consumer Act 2010* (Cth).

**Applicable Law** means any legislation, rule of the general law, including common law and equity, judicial order or consent or requisition from, by or with any governmental

agency, including any Data Protection Law, in any applicable jurisdiction.

**Business Day** means any day from Monday to Friday excluding public holidays in New South Wales.

**Business Hours** means 8:30am – 6:00pm on Business Days.

**Data Protection Laws** means all applicable data protection and privacy laws in any applicable jurisdiction, including the *Privacy Act 1988* (Cth).

**Documentation** means any user manuals, notes, technical instructions and documentation provided by us in respect of the Ordered Products and Services.

**Early Termination Fees** means:

- (a) any early termination fees specified in an applicable Quotation or Service Schedule; or
- (b) where no early termination are specified in an applicable Quotation, the following costs and fees: (i) costs incurred by us that are associated with our engagement of Personnel allocated to the Agreement to the extent those costs cannot be recouped by us by reallocating them to other work; (ii) early termination fees and cancellation fees payable by us to our Third Party Providers; and (iii) the cost of hardware that we purchased to support the Ordered Products and Services to the extent that hardware cannot be used for products and services that we supply to our other customers.

**End User** has the meaning given to it in clause 9.1.

**Fees** means any fees and charges set out in the applicable Agreement.

**Force Majeure Event** means war, industrial action, government action, natural disaster, flood, labour disturbance, pandemic or other circumstances beyond a party's reasonable control.

**GST** and **GST Law** have the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)).

**Insolvency Event** means, in respect of a party: (a) the party ceases to carry on business, is unable to pay its debts as and when they fall due, or is deemed to be insolvent or a sequestration order is made in respect of the party; (b) a receiver or a liquidator or provisional liquidator or an administrator is appointed to the party, or an application (including voluntary application filed by that party) is lodged or an order is made or a resolution is passed for the winding up (whether voluntary or compulsory) or reduction of capital of that party; (c) the party enters into an arrangement with its creditors; (d) where the party is a partnership, the partnership is dissolved or an application is made for its dissolution; (e) the party suspends payment of its debts to the other party or a third party, or the party takes the benefit of any law for the relief of insolvent debtors; or (f) anything analogous or having a substantially similar effect to any of the events described in (a) through (e) above occurs under the law of any applicable jurisdiction.

**IPR** means all copyright, trademark rights, patent rights, and design rights, whether registered or unregistered, and all other rights to intellectual property as defined under article 2 of the Convention Establishing the World Intellectual Property Organisation, and all rights to enforce any of the foregoing rights.

**Moral Rights** has the meaning given in the *Copyright Act 1968* (Cth).

**Object Code** means Source Code in compiled or binary form.

**Output** means any reports and other output generated by any Ordered Products and Services.

**Ordered Product** has the meaning given in clause 3.1.

**Ordered Service** has the meaning given in clause 3.1.

**Our Equipment** means any equipment, systems, software, networks, servers, hardware, cabling, ports, switches or other ancillary equipment or tools owned or operated by us.

**Payment Terms** means payment terms set out in the applicable Quotation.

**Personnel** means a party's employees, agents, officers and subcontractors. We are not your Personnel and you are not our Personnel for the purposes of the Agreement.

**PPSA** means *Personal Property Securities Act 2009* (Cth) as amended from time to time and any regulations thereunder.

**PPSR** means the Personal Property Securities Register established under the PPSA.

**Quotation** means a document issued by us to you that we expressly confirm is within the scope of this definition that is accepted by you (either by signing it or by otherwise confirming your acceptance of it).

**Restraint Period** means the 12 month period commencing on the expiry or termination of the Term (whichever occurs first).

**Security Interest** means a security interest or purchase money security interest for the purposes of the PPSA.

**Service Schedule** means a document with that title that we supply to you.

**Source Code** means human readable computer code.

**Specifications** means the technical specifications for Ordered Products and Services as set out in, referred to from, or attached by us to, a Service Schedule.

**Term** means the term of an Agreement determined pursuant to clause 2.

**Third Party Provider** means any of our third party suppliers, subcontractors or providers who provide any goods or services that we rely on, supply or resupply as part of Ordered Products and Services.

**We, our and us**, means Com-X Pty Ltd ABN 70 634 666 756 of 502/447 Kent Street Sydney NSW 2000.

**Your Equipment** means any systems, software networks, servers, equipment, hardware, cabling, ports, switches and/or other ancillary equipment or tools owned or operated by you or on your behalf, other than Our Equipment. For the avoidance of doubt, Our Equipment is not Your Equipment.

**Your Premises** means any premises owned, controlled or occupied by you specified in a Quotation.

1.1. Unless the context requires otherwise:

- (a) a reference to "a party" means you or us (as the context dictates) and a reference to "the parties" means you and us;
- (b) headings and underlinings are for convenience only and do not affect the construction of an Agreement;
- (c) a provision of an Agreement will not be interpreted against a party because the party prepared or was responsible for the preparation of the provision, or because the party's legal representative prepared the provision;
- (d) currency or "\$" refers to Australian dollars;
- (e) a reference to a statute or regulation includes amendments thereto;
- (f) a reference to time is to time in New South Wales;
- (g) a reference to a person includes a reference to an individual, a partnership, a company, a joint venture, government body, government department, and any other legal entity;
- (h) the words "such as", "including", "particularly" and similar expressions are not words of limitation and shall be interpreted as if the words 'but not limited to' immediately followed them in each case; and
- (i) a reference to the singular includes the plural and vice versa.