

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Authorised Purposes' means a purpose directly related to the Service provided that that purpose is not contrary to Law but does not mean data aggregation, data matching, marketing, compilation or mailing lists, list brokering, or any related purpose except to the extent that such data aggregation, data matching, marketing, compilation or mailing lists, list brokering or the like is required under Law (including any obligation under a court order).

Business Day means a day (other than a Saturday or Sunday) on which banks in Western Australia are open for general banking business, and the Company is open for business.

Commencement Date means the date specified in the Schedule or the date when the Client commences using the Services or takes possession of the Equipment, whichever is the earlier.

Claims means all claims, damages, losses, costs, expenses and demands of every kind or nature and howsoever arising (including, without limitation, claims for strict liability in tort and claims for breach of copyright and legal costs on a full indemnity basis), out of using the Services or any Equipment, including any liability which may arise in respect of any accident or damage to property or death of or injury to any person or claim by any third party of whatever nature.

Client means the client hiring or renting the Equipment or buying or using the Services as specified in this Agreement and any invoice, document or order, and if there is more than one is a reference to each client jointly and severally.

Client Information means information about the Client and Client Representatives which is provided by the Client to the Company in relation to this agreement, including information provided before this Agreement commences.

Client Representative means a person authorised by the Client to use the Service on behalf of the Client.

Confidential Information in relation to a party (**Disclosing Party**) means any information disclosed by the Disclosing Party to the other party (**Receiving Party**) under this Agreement that:

- (a) is by its nature confidential;
- (b) is designated by the Disclosing Party as confidential; or
- (c) the Receiving Party knows or ought to know is confidential,

but does not include information that is:

- (d) in the public domain otherwise than as a result of a breach of this Agreement;
- (e) already known by the Receiving Party independently; or
- (f) independently developed or obtained by the Receiving Party without breach of this Agreement.

Corporations Act means the *Corporations Act 2001(Cth)*.

CPI Increase means the increase expressed as a percentage of the CPI Index Number after the Review Date and the CPI Index Number immediately before the previous Review Date.

CPI Index Number means the Consumer Price Index (All Groups) for Perth published by the Australian Bureau of Statistics. If that index ceases to exist, "CPI Index Number" means the index which replaces it or (if none does) the index which most closely measures changes in the cost of living in

Perth, Western Australia as nominated by a senior officer of the Australian Bureau of Statistics at the Lessor's request.

Dollars and **\$** means, except where otherwise stated, the lawful currency of Australia.

Equipment means any equipment hired or rented by the Client (if applicable) the subject of this Agreement or as subsequently hired or leased under any further arrangement or agreement between the Company and the Client.

Equipment Fee means the equipment fee payable by the Client for any Equipment hired or rented by the Client as agreed to between the Company and the Client under this Agreement.

Event of Default means any of the events or circumstances described in clause 7.1.

Fees means the fees described in the Schedule (as reviewed from time to time in accordance with this Agreement) for the Services and where applicable includes any agreed Equipment Fee payable for any Equipment hired or leased by the Client and without limitation, including where agreed any additional fees for Further Verification Services.

Further Verification Services means such additional or further services as may be agreed to be provided by the Company to its clients from time to time, including but not limited to documentation verification services, visa entitlement identification services, anti-money laundering identification related service, 3rd party identification services, Government Agency related verification services of persons, visas and licences and any other documentation, online fraud related services, criminal history checks and any other similar or related services or verification services provided by the Company from time to time;

Government Agency means a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law.

GST means the goods and services tax imposed by the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation replacing or amending that Act.

Initial Set Up Fee means any initial set up fee for the hire or rental of the Equipment (if any) agreed to between the Company and the Client.

Intellectual Property Rights' means all industrial and intellectual property rights both in Australia and throughout the world, whether now known or devised in the future, and for the duration of the rights including any patents, copyright, registered or unregistered trade marks or service marks, registered designs and commercial names and designations, circuit layouts, database rights, and rights in relation to confidential information, insights, analytics and trade secrets, whether or not registered or registrable.

Laws means (whether in Australia or any other relevant jurisdiction) all laws, codes, guidelines and the like, including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory and mandatory codes of conduct, orders and industry-wide non-statutory rules in force or as applicable from time to time.

Party and Parties mean respectively a party or parties to this Agreement.

PPS Register means the Personal Property Securities Register established under section 147 of the PPSA.

PPSA means the *Personal Property Securities Act 2009 (Cth)*.

Related Agreement means any additional or subsequent agreement or agreements (as the case may be) between the Company and the Client in relation to the hire or rental of Equipment or the provision of the Services or the Further Verification Services.

Related Bodies Corporate means what it is defined to mean under Sect 50 of the Corporations Act.

Responsible Official means a person appointed by the Company to administer this Agreement and the Services to be provided to the Client under this Agreement.

Review Date means each and every anniversary of the Commencement Date.

Scantek General Conditions means Scantek's general terms and conditions in relation to the provision of the Services as set out in this document as updated and varied from time to time as permitted at law and by this Agreement.

Security Incident means any action by a known or unknown person which results in or is reasonably suspected to have resulted in unauthorised use of the Service or the Client's user systems that are used to access the Service, or unauthorised access to or modification, disclosure or loss of information relating to the Service.

Security Interest means a PPSA Security Interest, as defined in the PPSA.

Schedule means the schedule to this Agreement or to any Related Agreement.

Services means all services to be provided or supplied by the Company to the Client of any nature whatsoever in accordance with this Agreement and where the context permits and applicable, includes the rental of Equipment by the Client where agreed and applicable and any Related Agreement and includes the services described in the Schedule (if any) and any applicable Further Verification Services.

Software Interface means a software interface between the Client's systems and the Service.

Special Conditions means any special conditions to this Agreement agreed to between the Client and the Company including if applicable any separate addendums, agreements or terms and condition relating to the Further Verification Services under any Related Agreement.

Tax means any present or future tax, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine or expense in connection with any of them) levied or imposed by any Government Agency, other than any imposed on overall net income.

Term means the term of this Agreement as set out in the Schedule or as otherwise determined in accordance with this Agreement.

Termination means the expiration or sooner termination of the Lease term or any extension or renewal thereof.

this Agreement means the agreement between the Company and the Client as evidenced by the Client's application (whether online or otherwise) to the Company to apply for the provision of the Services or the hire or rental of Equipment, incorporating these Scantek General Conditions, and where the context permits, includes any Related Agreement.

Transaction means a request for Services and/or delivery of Services.

Transaction Result means the result of a Transaction provided by the Company to the Client

1.2 Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to any legislation or legislative provision includes any statutory modification, addition, re-enactment or substitution of that legislation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, firm, partnership, joint venture, association, authority, trust, state or government;
- (d) a reference to any Party or any other document or agreement includes administrators, successors and permitted assigns;
- (e) a reference to bankruptcy or winding up includes bankruptcy, winding up, liquidation, dissolution, becoming an insolvent under administration (as defined in the Corporations Act); and the words '*related body corporate*', '*holding company*', '*subsidiary*' and '*financial statements*' have the same meanings as in the Corporations Act;
- (f) a reference to the Company includes the Company's employees, contractors and agents where the context permits and a reference to Client includes the Client's employees, contractors and agents where the context permits;
- (g) If the day on which any act, matter or thing is to be done under or pursuant to this Agreement is not a Business Day, that act, matter or thing must be done no later than the next Business Day.

2. SERVICES

2.1 Term

The Client is bound by the terms and conditions set out in this Agreement from the date the Client first accesses the Services or hires or leases the Equipment for the agreed Term and will continue until terminated by either party in accordance with this Agreement. Either party may terminate this Agreement after the end of the agreed Term by 1 calendar months' notice in writing to the other party. This Agreement will apply to all officers, employees, agents and contractors connected with the Client who access the Services.

2.2 Client Information

- (a) The Client acknowledges that Client Information will be used by the Company to provide the Service.
- (b) The Client must promptly notify the Company of any updates to Client Information and provide the Company with any additional information reasonably requested by the Company.
- (c) The Client warrants that Client Information is accurate and complete at the time it is provided.

2.3 Approval for the Service

- (a) The Client authorises the Company to seek approval for the Client to access the Services.
- (b) The Client acknowledges that it will not be able to access the Services until it has been approved by a

Responsible Official for that Service.

2.4 The Client account

- (a) The Company will create a client account with the Company for the Client. The Client will be responsible for appointing Client Representatives to use, and manage the Client's use of the Services.
- (b) The Client must ensure any account access information provided to, or created by, a Client Representative is kept confidential and only used by that Client Representative.
- (c) The Client is responsible for acts of Client Representatives, and any other person who accesses the Service using access information of a Client Representative (whether authorised or not), as though they were acts of the Client.

2.5 Implementation

- (a) The Company will provide or make available to the Client:
 - (i) specifications for the Software Interface; and
 - (ii) assistance reasonably requested by the Client to build and test the Software Interface.
- (b) The Client is responsible for testing the Software Interface in accordance with the specifications provided by the Company, so that the Software Interface meets the acceptance test criteria.
- (c) The Company may conduct its own tests to determine whether the Client has complied with clause 2.5(b).
- (d) The Company is not required to provide the Client with live access to the Service via the Software Interface until the Company is satisfied the Client has complied with clause 2.5(b).

2.6 Provision of Service

Subject to this Agreement, the Company will provide the Client with access to the Services in accordance with this Agreement.

2.7 Restrictions on use

The Client must only access and use the Service:

- (a) for its own internal purposes; and
- (b) for Authorised Purposes and in accordance with applicable Laws; and
- (c) in compliance with this Agreement (including any applicable client order forms).

2.8 Service is subject to change

The Service may be upgraded and its features, functionality and other characteristics may change from time to time. The Company will endeavour to provide reasonable notice of changes that the Company considers are not routine and should be advised to the Client. The Client acknowledges that it may not be reasonably possible to provide notice in all circumstances and that in no event will the Company be obliged to provide notice exceeding 14 days.

2.9 Service is provided 'as is' and 'as available'

To the extent permitted by law, the Client acknowledges and agrees that at all times during this Agreement:

- (a) the Client's access to and use of the Service is on an 'as is' and 'as available' basis;
- (b) the Client will ensure its business processes and operations will be conducted satisfactorily notwithstanding the Service being subject to faults, errors, interruption, breakdown or be partially or fully unavailable for any reason;
- (c) any information provided by the Company regarding the availability, performance, service levels or characteristics relating to the Service are non- contractual statements of intent and do not constitute a representation or warranty of any kind; and
- (d) the Service is provided based on information provided to the Company by third parties and the Company does not independently verify the accuracy or completeness of that information.

2.10 The Client access

The Client must provide everything it needs to access and use the Service and ensure that its equipment and software are properly configured and otherwise meet all relevant requirements notified by the Company.

2.11 No interference

The Client must not (and must not attempt to) modify, interfere with, disrupt, adversely affect or misuse the Service, or functionality provided by the Service, in any way, or interfere with or disrupt use of the Service by any other person. In this clause, a reference to the Service includes any third-party system used by the Company to provide the Service.

2.12 Suspension of service

The Company may suspend or restrict the Client's access to some or all of the Service if continued use may result in harm, interference or disruption to the Service or other clients. The Company will promptly notify the Client of the suspension or restriction. The Company will restrict the scope and duration of the suspension or restriction as is reasonable in the circumstances. The Client must have an alternative process for dealing with an individual whose identity cannot be verified using the Service

2.13 Audit

The Client must, on provision of reasonable notice provide systems and records for the purpose of auditing the Client's compliance with this Agreement. The Company will comply with any security and safety policies and procedures of Service Provider when conducting such audit by the Company, provide the Company and its nominees with reasonable access to the Client's records.

3. CLIENT'S USE OF SERVICES

- (a) The Client will:
 - (i) use reasonable efforts to prevent unauthorised access to or use of the Services;
 - (ii) notify the Company promptly if the Client becomes aware of any possible or actual unauthorised access or use of the Services;

- (iii) ensure that the Clients' use of the Services is in accordance with any applicable Laws;
 - (iv) accept all responsibility in relation to verifying data entered into any Service offered by the Company, including, but not limited to, client details, court orders, and dates; and
 - (v) be responsible for verifying data has correctly synchronised with integrated platforms such as government websites and third-party software.
- (b) The Client will not:
- (i) make the Services available to any person other than as specified in the client order form or online application or order for the Services;
 - (ii) commercialise the Services;
 - (iii) use the Services to store or transmit illegal materials or malicious code;
 - (iv) use the Services in any way that may be illegal, obscene, threatening, defamatory, invasive of privacy, infringing Intellectual Property rights or otherwise injurious to third- parties;
 - (v) submit or upload any content containing viruses, political advertising, commercial solicitation, mass mailings, or any form of spam or any information or program that may damage the operation of anyone else's computer; and
 - (vi) use a false e-mail address, impersonate any person or entity, or otherwise mislead anyone as to the Customer's origin (except to the extent that The Company permits the use of a pseudonym, moniker, or Customer name).
- (c) The Client warrants that all information that the Client provides to the Company may be used by the Company in providing the Services without breaching or infringing:
- (i) any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
 - (ii) any law of defamation, obscenity or contempt of any court;
 - (iii) any law concerning privacy; or
 - (iv) any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance).
- (d) Certain government departments and agencies impose terms and conditions and limitations of liability in respect of the obtaining and use of information from those departments and agencies. The Client agrees to comply with the terms and conditions of supply and use imposed by any relevant government departments and agencies from time to time.

3.1 Requirement for consent

- (a) The Client must ensure that each individual whose information is provided to the Company for a Transaction has an existing or prospective relationship with the Client and has given express consent in written or electronic form (**Consent**) to their information being used for the purpose of verifying their identity.
- (b) A Consent may be given on:
 - (i) a one-off basis (that is, for each Transaction); or
 - (ii) an ongoing basis (that is, for a series of Transactions).
- (c) The Client must ensure a Consent is in the form (if any) required by the Company or a Responsible Official.
- (d) The Client must provide a copy of a Consent to the Company or a Responsible Official on request.

3.2 Protection of information

The Client must ensure that:

- (a) information provided to the Company for a Transaction; and
- (b) Transaction Results, are handled in accordance with applicable privacy laws (including the Privacy Act) including taking reasonable steps to protect such information from misuse, interference and loss and unauthorised access, modification or disclosure.

3.3 Use of Transaction Results

- (a) The Client must only use Transaction Results to verify or contribute to the verification of the identity of individuals. The Client must not use Transaction Results to update, verify or validate any other data or database. The Client must not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works in whole or in part based on the Transaction Results.
- (b) The Client must ensure that no person (including the individual who is the subject of a Transaction) other than The Client's Personnel may directly access a Transaction Result
- (c) The Client must not take adverse action against an individual who is the subject of a Transaction that is contrary to any Law.

3.4 Security Incidents

- (a) The Client must promptly report any Security Incident to the Company, and provide information (including ongoing status updates) reasonably requested by the Company to the extent known to or ascertainable by the Client.
- (b) The Company may suspend or restrict the Client's access to some or all of the Service until The Company is satisfied the Security Incident has been addressed.

3.5 Records

The Client must keep records of Transactions and Transaction Results, and provide them to the Company or a Responsible Official on request.

4. CONFIDENTIALITY

- (a) Subject to clause 4(c), each party will keep confidential the terms of this Agreement and all information given to it under this agreement (**Confidential Information**).
- (b) Each party agrees to use the other party's Confidential Information only for the purposes of this agreement.
- (c) A party must not disclose the other party's Confidential Information to any person except:
 - (i) to its Personnel on a 'need to know' basis provided those persons first agree to observe the confidentiality of the information;
 - (ii) with the other party's prior written consent;
 - (iii) if required by law or any stock exchange; or
 - (iv) if it is in the public domain, other than as a result of a breach of this agreement.
- (d) A party must take reasonable steps to prevent unauthorized access.

5. PAYMENTS GENERALLY

5.1 Manner of payment

- (a) The Client must pay the Company the Fees and the Equipment Fee at the time and in the manner agreed with the Company under this Agreement, and as reviewed or determined in accordance with this Agreement, without demand, deduction or right of set-off, counterclaim and without deducting or withholding any amount (“**the due date**”).
- (b) In the absence of any other arrangement agreed to between the Client and the Company in writing, the Client must pay all Equipment Fee and Fees within 10 days of receiving an invoice without deduction or set-off, counterclaim and without deducting or withholding any amount.
- (c) If reasonably required by the Company, the Client will prior to the Commencement Date provide to the Company a written direct debit authority or credit card details and debit authority in an approved form approved by the permitting the Company to direct debit Fees and Equipment Fee and other monies payable under this Agreement from a bank account or credit card nominated by the Client without further recourse to the Client (“**the direct debit transaction**”).
- (d) The Client is to provide all information necessary to allow the Company to perform the direct debit transaction.
- (e) The Client must pay to the Company the Initial Set Up Fee in respect of any Equipment hired or rented before the Commencement Date
- (f) If the Client fails to pay to the Company the outstanding Fees and all other moneys payable

under this Agreement by the due date, the Company will be entitled to terminate the Agreement.

5.2 Review of Fees and Equipment Fee

The Fees (and where applicable the Equipment Fee) payable may be reviewed by the Company annually after each anniversary of the Commencement Date by the greater of CPI Increases 3% to the effect that the Fees and the Equipment Fee will be increased to an amount equal to the Fees and Equipment Fee payable immediately before the relevant review plus the greater of either 3% of that amount or the CPI Increase of that amount, whichever is the greater. The Company may implement the review and vary the Fees or Equipment Fee in accordance with this clause by written notice to the Client at any time from the respective Review Date but not later than 6 calendar months after the respective Review Date.

5.3 Late payments

Where payment of a Fee is overdue, the Company may (without limiting its other rights):

- (a) charge interest on the overdue amount at the rate of 2% per month; and
- (b) suspend or restrict the Client's access to some or all of the Service,

until the overdue amount is paid.

5.4 GST

Unless stated otherwise, the Fees exclude GST. Where GST is payable by an entity in relation to a supply that it makes under or in connection with this agreement, and the consideration for that supply excludes GST, the party providing the consideration will pay an additional amount equal to the GST when any part of the consideration is first payable.

6. INDEMNITIES AND RELEASE

6.1 General indemnity

Except to the extent caused or contributed by the Company, the Client assumes liability for, and indemnifies and will keep indemnified the Company against, any and all Claims of whatever kind or nature:

- (a) on account of its use or operation of the Services; and
- (b) which may be suffered or sustained in connection with the Client's breach of this Agreement or use or operation of the Services.

6.2 General release

- (a) The Client releases the Company to the fullest extent permitted by law from any and all Claims which may arise in respect of any accident or damage to property or death of or injury to any person of whatever nature or kind in connection with the Services and agrees that the Company will have no responsibility or liability of any kind whatsoever, for any loss of or damage to any property of the Client.
- (b) The Company is not liable for loss of profit, economic or financial loss, damages, consequential loss, loss of opportunity or benefit, loss of right to other indirect loss suffered by the Company as a

result of any Equipment supplied under this Agreement. To the extent permitted by law, the Company's liability is limited to replacing the Equipment for use by the Client or repairing the Equipment.

- (c) The Clients' sole and exclusive remedy for the Company's breach of any statutorily implied warranties, conditions or guarantees which cannot lawfully be excluded is, to the extent legally permitted, limited to, at the Company's option, either providing those Services again or paying the cost of providing those Services again in respect of which the breach occurred.
- (d) To the maximum extent permitted by applicable law, the Company excludes and will not be liable for any loss of revenue, business, anticipated savings or profits, loss of goodwill, loss of any data provided by the Client to the Company or for any indirect or consequential loss arising out of or relating to the Services or this Agreement (including any applicable client order form).
- (e) The limitations and exclusions of liability as set out in this clause 13 apply regardless of the basis on which the relevant liability arises, whether in contract, tort (including negligence), equity, breach of statutory duty or otherwise.

7. DEFAULT

7.1 Events of Default

Each of the following, unless waived by notice from the Company, is an Event of Default:

- (a) **(non-payment)** if the Client fails to pay on time any amount which is due and payable by it under this Agreement;
- (b) **(other obligations)** if the Client fails to perform any provision of this Agreement requiring performance by it (other than a failure referred to elsewhere in this clause) and that failure is incapable of remedy or, if capable of remedy, continues for seven (7) Business Days after the Client receives a notice from the Company requiring that the failure be remedied;
- (c) **(Incorrect warranty)** if in the opinion of the Company, any representation or warranty made by the Client is found to be incorrect; and
- (d) **(insolvency)** if the Client:
 - (i) suspends payment of its debts;
 - (ii) ceases or threatens to cease to carry on all or a material part of its business;
 - (iii) is or states that it is unable to pay its debts; or
 - (iv) is taken to fail to comply with a statutory demand in accordance with the Corporations Act;
 - (v) becomes bankrupt or passes a resolution for the purposes winding up, or reconstruction or a liquidator or administrator is appointed to the Client or a Related Body Corporate.

7.2 Consequences of an Event of Default

If an Event of Default has occurred and has not been remedied or the Client has repudiated this Agreement, then the Company may at any time (but without prejudice to any other rights that the Company may have consequent upon such default or repudiation), by notice to the Client, do either or both of the following:

- (a) take action, either at law or in equity, to enforce performance by the Client of its obligations under this Agreement, or to recover damages (or both); and/or
- (b) terminate this Agreement.

7.3 Termination

Upon Termination, the Company (but without prejudice to any other rights that the Company may have consequent upon such Termination):

- (a) will be entitled to retain all Fees and other moneys previously paid by the Client to the Company under this Agreement; and
- (b) may recover from the Client all Fees and other moneys due and owing under this Agreement at the date of such termination as well as all damages for losses over the whole Term, including losses caused by the non-payment of money by the Client for the balance of the Term, less any costs and expenses the Company would have incurred for that period. The Company must use reasonable endeavours to mitigate its loss.

8. PRIVACY

8.1 The Client confirms and undertakes that its use of the Equipment will fully comply with any and all of the provisions of the *Privacy Act 1988 (Cth)* and the *Australian Privacy Principles*, and any successor legislation.

8.2 The Company confirms it will comply with the Australian Privacy Principles in all dealings with the Client. The Client consents to the Company using the Client's personal information in order to:

- (a) fulfil functions associated with the hire of Equipment to the Client, including but not limited to assessing the Client's credit worthiness, or exercising the Company's rights under this Agreement; and
- (b) provide services to the Client.

8.3 The Client consents to the Company disclosing the Client's personal information:

- (a) to any credit provider or credit reporting agency for the purposes of obtaining information about the Client's consumer or commercial credit or business history or the Client's commercial activities or credit worthiness; and
- (b) to the Company's service providers, contractors and affiliated companies from time to time to help improve and market the Company's Equipment and services to the Client.

9. LEASING OF EQUIPMENT (IF APPLICABLE)

9.1 Trial Period

- (a) If applicable, where there is an agreement to lease or hire the Equipment by the Client, the Company

agrees to give the Client a trial period of the Equipment for one calendar month and agrees not to charge the Client only if the Client returns the Equipment to the Company before the first calendar month from the Commencement Date.

- (b) If the Client does not return the Equipment to the Company within one calendar month of the Commencement Date, the Client agrees that the lease of the Equipment continues for the full Term.

9.2 Lease or hire of Equipment

- (a) The Company agrees to lease or hire out, and the Client agrees to take on lease or hire, the Equipment for the Term commencing on the Commencement Date on the terms and conditions set out in this Agreement.
- (b) At the end of any Term, the Agreement will automatically renew on a month to month basis until such time as either party gives the other 1 calendar months' written notice of cancellation.

9.3 Shipping

- (a) Where applicable, the Company may arrange the supply and collection of the Equipment as agreed to with the Client.
- (b) The Company may arrange for the delivery or consignment to the Equipment to the Client or the collection of the Equipment from the Client using a courier or other transportation service as determined by the Company acting reasonable and provide a copy of the delivery or consignment to the Client in an email.
- (c) Drop off and collecting days for both faulty and support units are flexible and will be organized in accordance with availability and the Company's reasonable timing requirements. Depending on the location of the premises at which the Equipment are located, the Equipment will be either sent by a courier or dropped off and picked up by a technician.

9.4 Services and Support

- (a) The Company will provide the Services as reasonably determined by the Company during the Term for the agreed Fees.
- (b) If the Client lodges a support call and needs the services of a technician provided by the Company, the Client is deemed to have agreed to accept and pay for the technical support charges as determined in accordance with this Agreement and as quoted over the telephone.

10. PROVISIONS RELATING TO THE EQUIPMENT

10.1 Title

Title to the Equipment remains at all times vested in the Company, and the Client must ensure that it keeps the Equipment separate from its own fixtures and fittings in its premises, and that the Equipment is easily removable from those premises or its agents.

10.2 Client's Negative Obligations

The Client must not:

- (a) tamper with, dispose of, or part with possession of

the Equipment under any circumstances, except as permitted by this Agreement; and

- (b) create or allow another interest to be created in the Equipment or allow any modifications to the Equipment.

10.3 Client Positive Obligations

The Client must:

- (a) at its own expense at all times keep and maintain the Equipment in the same condition and repair as at the Commencement Date (with due allowance for normal wear and tear) and with all reasonable requirements of the manufacturer or supplier of the Equipment;
- (b) operate the Equipment safely and strictly in accordance with law, only for its intended use, and in accordance with the Company's or manufacturer's instructions as provided or supplied by the Company from time to time and safely and securely store the Equipment;
- (c) ensure that any person collecting or taking delivery of the Equipment are suitably authorised and adequately trained and instructed by the Client;
- (d) at all times keep take all precautions to secure and store and protect the Equipment against damage, theft and acts of vandalism and other misuse and free from distress, execution or other legal process, as well as the claims of any third party, including claims by way of security interest;
- (e) notify all relevant parties, including, without limitation, the landlord of any premises where the Equipment is kept, that title to the Equipment vests at all times in the Company;
- (f) at its own expense comply with any and all applicable laws, regulations, rules and requirements including those of any Government Agency, necessary for the safe and lawful operation of the Equipment;
- (g) deliver the Equipment to the Company when it is due back clean and in good repair.

10.4 Maintenance of records

The Client must:

- (a) maintain all records and other details and materials which are required under or pursuant to any law, regulation, requirement of any Government Agency or by any insurer in respect of the Equipment; and
- (b) promptly provide the Company upon request with such information as the Company may reasonably require in relation to the Equipment and the Client's use of the Equipment.

10.5 Notification on seizure of Equipment

If any person seizes or attempts to seize or interfere with the Equipment, the Client must:

- (a) immediately notify that person of the Company's title to and rights in relation to the Equipment; and
- (b) immediately inform the Company by notice of that seizure, attempted seizure or interference.

11. LOSS, THEFT OR DAMAGE

any law before a Company or Receiver exercises a right, power or remedy.

11.1 Client to take out cover loss or damage

- (a) All risk of loss of the Equipment passes to the Client at the Commencement Date and all damage to it during the Term must be entirely borne by the Client.
- (b) The Client is responsible for any loss, theft or damage to the Equipment and must pay to the Company the full replacement cost on demand.

11.2 Return of Equipment

- (a) Upon or prior to end of the Term or Termination, the Client must return the Equipment to the Company or surrender possession of the Equipment:
 - (i) to the Company at the location specified in the Schedule and in the condition contemplated by this Agreement; and
 - (ii) free and clear of all encumbrances and without any equipment, components or parts installed on it which are leased or hired from, or otherwise owned, either wholly or in part, by, a third party.

11.3 Personal Property Security Interest

- (a) The Client grants a security interest in the Equipment to the Company to secure performance of this Agreement and the Client will take and do any action and will sign any document required to enable registration and perfection of the Security Interest.
- (b) For the purposes of section 153 of the PPSA, the Client appoints the Company as its nominee, and authorises the Company to act on its behalf, in connection with a registration under the PPSA of any security interest in favour of the Company.

11.4 Exclusion of PPSA provisions

To the extent the law permits the Company need not comply with an the parties agree contract out of sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4), 135, 137(3), 142 and 143 of the PPSA and the Client waives the right to receive a verification statement under section 157 of the PPS Law.

11.5 Exercise of rights by Company

If the Company exercises a right, power or remedy in connection with this document, that exercise is taken not to be an exercise of a right, power or remedy under the PPSA unless the Company states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPSA.

11.6 No notice required

Unless mandatory to the extent the law permits, the Client waives its rights to receive any notice that is required by:

- (a) any provision of the PPSA (including a notice of a verification statement); or
- (b) any other law before a Company or Receiver exercises a right, power or remedy; and
- (c) any time period that must otherwise lapse under

12. NOTICES

12.1 All notices required by this Agreement must be by email to be notified at the address set out in this Agreement, or at such other address as that Party may have given the other in writing. Any party may change its address for notices by giving written notice to the other parties.

12.2 An email is regarded as received if the sender receives an electronic “read receipt” response acknowledging that the email has been read by the receiver, either by:

- (a) automatic response from the receiver’s email system; or
- (b) electronic response directly from the receiver to the sender.

13. LAW AND JURISDICTION

13.1 Governing law

The laws of Western Australia must be applied in construing this Agreement regardless of where it is executed or where the Services provided or the Equipment is located, and the Parties accordingly submit to the exclusive jurisdiction of Western Australia.

14. GENERAL

14.1 Maintenance Services

In the process of maintaining and providing support Services to the Client, the Company may receive usage and diagnostic data.

14.2 Waiver

The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

14.3 Assignment

- (a) The Client may not sell, assign or transfer all or any part of its rights or obligations under this Agreement without the consent of the Company.
- (b) The Company may assign or transfer all or any part of its rights or obligations under this Agreement without the consent of the Client.

14.4 Continuing indemnities

Each indemnity, assumption and release given by the Client in this Agreement is a continuing obligation and covenant or release, separate and independent from the other obligations of the Client, and each survives termination of this Agreement.

14.5 Severability

Any provision in this Agreement which is invalid or unenforceable under any act or legislation is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

14.6 Trustee capacity

If the Client is a trustee, the Client warrants to the Company that:

- (a) the Client enters into this Agreement in both its capacity as trustee and in its personal capacity; and
- (b) the Client has the right to be indemnified out of the trust assets.

14.7 Variation

The Client agrees the Company may acting reasonably vary these terms and conditions, add to, or amend by written notice to the Client provided the variation does not breach an act or legislation and does not substantially interfere with the Client's rights under this Agreement. The Client will be provided with fourteen (14 days) notice by email or otherwise to accept the variations, failing which the variation will be deemed accepted by the Client.

14.8 Intellectual Property

The Company retains all of its rights in its Intellectual Property Rights in providing the Services and the Client agrees not to breach the Company's Intellectual Property rights and to take all reasonable steps to protect all Intellectual Property of the Company against misuse and loss and the unauthorised access, modification or disclosure, and co-operate with any reasonable requirements from requests made by the Company in relation to the management of the Intellectual Property rights of the Company.

14.9 Licence

In using the Services, the Client grants to the Company:

- (a) the right and license to use the information provided by the Client, including in respect of any clients or customers of the Client with all personal information removed or protected, to improve the Company's operational systems and software and to improve the Services provided the Company complies with all relevant obligations under the Privacy Act; and
- (b) a non-exclusive, royalty-free, transferable, sub-licensable, worldwide right and license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works and Client logos and content (consistent with the Company's Privacy Policy) for use by association and in promotional and marketing purposes, and other uses as determined by the Company, including but not limited to customer experience.

This right and license continues during the Term and after the Term until terminated in writing by the Client. The Client can end this license any time after the Term by notice in writing to the Company ending this licence.

14.10 Special Terms and Conditions

Any terms and conditions set out in the Schedule (if any) ("Special Conditions") are to be incorporated in and read as part of this Agreement. To the extent that any of the Special Conditions are inconsistent with the other provision of this Agreement, then the Special Conditions shall prevail to the extent of the inconsistency.

14.11 Related Agreements

These Scantek General Conditions apply to this Agreement and are apply to and are incorporated into any Related Agreement between the Company and the Client, To the extent that any of the Special Conditions are inconsistent with the other provision of this Agreement, then the Related Agreement shall prevail to the extent of the inconsistency.

14.12 Further assurance

Each Party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from another Party to carry out and give full effect to this Agreement and the rights and obligations of the Parties under it.

15. UPDATED TERMS

15.1 Latest Version

- (a) The Clients can, at any time, access the then-current, latest version of the Scantek General Term in respect of the Services through a hyperlink on the relevant web page.
- (b) The Company may from time to time vary the conditions of this Agreement, by giving prior notice (for example, by way of email or push notification) of such variation to the Client. This may include the fees or prices at which the Service is to be provided however the Company agrees not to vary the prices more than once every six (6) months.
- (c) In accessing the Services, it will be taken that the Client accepts the updated conditions.

16. FORCE MAJEURE

16.1 The obligations of a Party (other than the obligation, to pay money). are suspended during the time and to the extent that the Party is prevented from or delayed in complying with them by a force majeure as described below in this clause.

16.2 "Force Majeure" means and in this Agreement is limited to:

- (a) an event beyond the reasonable control of a party which prevents or delays that party from performing any of its obligations under this Agreement, including legislative changes which prevent the specific supply by the Company of the Services by the Company to the Client; and
- (b) executive or administrative order or act of any government which prevent the specific provision of the Services by the Company to the Client,

but not including any acts or changes which do not relate to the Services, but which merely prevent the use of the Services by the Client.

16.3 Each Party must use reasonable endeavours to remove or mitigate any Force Majeure at the earliest possible time. If a Party is prevented from or delayed in complying with an obligation under this Agreement by Force Majeure for a period of at least 60 days, then any Party may by notice to each other Party terminate this Agreement.

17. COUNTERPARTS

Scantek Solutions Pty Ltd ACN 158 339 512 – General Terms & Conditions

This Agreement may be executed in any number of counterparts and all of those counterparts (including faxed

or scanned/mailed counterparts) taken together constitute one and the same instrument.