

STORAPP WHITELABEL AGREEMENT

BACKGROUND

- A. R6 Digital is a provider of Storapp, the first end to end self-service storage app. Storapp allows users to self manage their storage facility, including using the app to gain access to their facility via a digital keycode, manage their account, stay on top of any invoices and payment and allows them to make necessary updates to their subscribed services.
- B. You have requested us to provide you and your Authorised Users with access to the Services, which includes the SaaS Solution, in accordance with this Agreement.
- C. This Agreement is entered into between the Parties described in the Schedule.

SCHEDULE

TERM	MEANING
we, us or our	Centreforce Technology Group Pty Ltd t/a R6 Digital (ABN 86 094 367 209) Address: Level 15, 201 Charlotte Street, Brisbane, Queensland 4000, AU Phone: 07 3889 9822 Email: support@r6digital.com.au
you or your	The Party identified in the Quote.
Commencement Date	The date this Agreement is accepted in accordance with its terms.
Term	Subject to each Party's right to terminate this Agreement in accordance with its terms, this Agreement commences on the Commencement Date and will continue for 1 month (Initial Term). On the expiry of the Initial Term, this Agreement will be automatically renewed for subsequent 1 month periods (each a Renewal Period), unless either Party provides 30 days' written notice before the end of the Initial Term or the end of the then-current Renewal Period (as applicable) that it does not wish to renew this Agreement.
Services	The Services are as particularised in the Quote. We may perform Additional Services (which are in addition to the above services), as may be agreed in writing between the Parties in accordance with the terms of this Agreement.
SaaS Solution	The SaaS Solution is subject to the SaaS Conditions, and is the access to and use of our cloud-based software solution known as "Storapp", which integrates with your Rapidstor subscription and allows your Authorised Users to: <ul style="list-style-type: none">● digitally unlock their storage facility;● manage their account; and● view and pay their invoices, as further particularised in the Quote.
SaaS Conditions	As further particularised in the Quote.
Price & Payment Terms	The Price is as particularised in the Quote. You agree to pay the amount in the invoice (and any other amount due and payable to us under this Agreement), at the times and using the payment methods set out in the invoice.
Our Disclosures	Please read this Agreement carefully prior to accepting this Agreement. By accepting this Agreement, you agree that: <ul style="list-style-type: none">● we reserve the right to perform maintenance and upgrades at any time;

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- your failure to pay the Price in accordance with the Payment Terms may result in us charging you interest, or suspending the supply of the Services until we receive payment;
 - subject to your Consumer Law Rights, you have not relied on any representations or warranties made by us prior to entering this Agreement that are not included in this Agreement;
 - subject to your Consumer Law Rights, we will not refund any amounts paid by you;
 - subject to your Consumer Law Rights, we will not be liable for any loss or damage caused by any interruptions or downtime to the SaaS Solution as a result of any Schedule or Emergency Maintenance, any Third Party Inputs, events beyond our reasonable control (including Force Majeure Events), and Consequential Loss;
 - subject to your Consumer Law Rights, our Liability for the supply of the Services will be limited to, at our discretion, the resupply of the Services or the repayment of the Price paid by you to us;
 - this Agreement will automatically renew unless you provide us with prior notice that you wish to terminate this Agreement.

This Agreement does not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.

TERMS AND CONDITIONS

1. Acceptance

You accept this Agreement by the earlier of:

- (a) signing and returning the Quote to us, including by email or any electronic executions platform acceptable to us;
- (b) confirming that you accept this Agreement via the platforms or applications through which we provide this Agreement to you, including our website;
- (c) instructing us (whether orally or in writing) to proceed with the provision of the Services; and
- (d) making part or full payment of the Price.

2. Services

2.1 In consideration of your payment of the Price, we will provide the Services in accordance with this Agreement, whether ourselves or through our Personnel.

2.2 We will not be responsible for any Services unless expressly set out in the inclusions in the Quote.

2.3 Subject to any other provisions of this Agreement, we will commence providing the Services within a reasonable time after the Commencement Date, or as otherwise agreed between the Parties in the Schedule or otherwise.

3. Custom Branding Services

3.1 Where we have agreed to provide the Custom Branding Services in your Quote, this clause 3 will apply.

3.2 In consideration of your payment of the Price, we will supply you with the Custom Branding Services in accordance with the Quote.

3.3 Within a reasonable time, following acceptance of this Agreement, the Parties agree to meet for a design consultation.

3.4 You acknowledge and agree that we will not be liable for any delays in providing the Services where:

- (a) you have failed to attend or participate in the design consultation process; or
- (b) you have failed to provide us with access to the materials we request, including any logos, labelling, specifications or anything else required by us to complete the Custom Branding Services.

3.5 As part of the Custom Branding Services, we will develop the Designs necessary for the performance of the Customised IP. We agree to submit all Designs to you for review.

3.6 Ownership of all Intellectual Property Rights in the Customised IP will vest in us upon creation. We grant you a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence to use the Customised IP solely for the purpose of assessing its compliance with this Agreement.

3.7 Upon payment in full of the Price, ownership of all Intellectual Property Rights in the Customised IP will vest in you. To the extent the Customised IP contains any of Our Materials, we will retain ownership of such Intellectual

Property Rights in Our Materials and agree to grant you a licence to use Our Materials in accordance with clause 15.

3.8 Following our receipt of your full payment of the Price, you grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence to use the Customised IP solely for the purpose for which it was developed and for the performance of our obligations under this Agreement.

4. SaaS Licence

4.1 In consideration of your payment of the Price, we will supply you with the SaaS Solution in accordance with the Quote.

4.2 During the Term, and subject to your compliance with this Agreement, we grant you and your Authorised Users a non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the SaaS Solution solely for your business purposes and as contemplated by this Agreement (**SaaS Licence**).

4.3 You agree that the SaaS Licence permits you to access and use the SaaS Solution in accordance with the SaaS Conditions, as set out in the Schedule.

5. Authorised Users

5.1 You will ensure each Authorised User complies with the terms of this Agreement.

5.2 Each Authorised User must agree to our End User Licence Agreement (as contained in Attachment 1 or otherwise as notified by us to you from time to time) in order to access the SaaS Solution.

5.3 You may invite Authorised Users to download the SaaS Solution or Custom Branded SaaS Solution, as applicable, from the Apple App Store or the Google Play Store.

5.4 Each Authorised User will require an Account and login details in order to access and use the SaaS Solution.

6. Account

6.1 You will require an Account in order to access and use the SaaS Solution.

6.2 You must ensure that any information provided to us by you for any Account or login is accurate and complete, and you warrant that you are authorised to provide this information to us.

6.3 You and your Authorised Users must keep your respective Account and login details secure and confidential. You agree to immediately notify us if you become aware of, or have reason to suspect, any suspicious or unauthorised access to your Account or use of any login details linked to your Account.

6.4 We may suspend access to your and your Authorised User's respective Accounts where we reasonably believe there has been any unauthorised use of or access to the SaaS Solution. Where we do so, we will notify you within a reasonable time of the suspension occurring, and the Parties will work together to resolve the matter.

7. SaaS Licence – Additional Conditions of Use

You must not (and you must ensure that each Authorised User does not):

- (a) access or use the SaaS Solution except as permitted by the SaaS Licence, or other than through the interface that is provided by us;
- (b) access or use the SaaS Solution in any way that is improper or breaches any Laws, infringes any person's rights (including Intellectual Property Rights and privacy rights), or gives rise to any civil or criminal liability;
- (c) interfere with or interrupt the supply of the SaaS Solution or our System, or any other person's access to or use of the SaaS Solution;
- (d) introduce any Harmful Code into the SaaS Solution or our System;
- (e) directly or indirectly use, copy, decompile or reverse engineer the SaaS Solution;
- (f) allow others to access or use your Account (or in the case of Authorised Users, their login details), including any password or authentication details;
- (g) use the SaaS Solution to carry out security breaches or disruptions of a network;
- (h) attempt to access any data or log into any server or account that you are not expressly authorised to access;
- (i) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party;
- (j) access or use the SaaS Solution to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted; or
- (k) remove or deface any confidentiality, copyright or other proprietary notice placed on the SaaS Solution.

8. Availability

- 8.1 Once you have been provided access to the SaaS Solution, we will use our best endeavours to make the SaaS Solution available at all times during the Term.
- 8.2 From time to time, we may perform such reasonable scheduled and emergency maintenance and updates in relation to the SaaS Solution in order to continue to supply the SaaS Solution to you and our other customers (**Scheduled or Emergency Maintenance**). You agree that access to, or the functionality of all or part of the SaaS Solution, may need to be suspended for a time in order for us to perform Scheduled or Emergency Maintenance, and to the maximum extent permitted by law, we will not be liable to you for any interruptions or downtime to the SaaS Solution as a result of any Scheduled or Emergency Maintenance.
- 8.3 We will endeavour to provide you with reasonable notice, where possible, of any interruptions to access and availability of the SaaS Solution.

9. Third Party Inputs

- 9.1 You acknowledge and agree that the Services may interact with, or be reliant on, certain Third Party Inputs, including your operating system, web browser, and CRM.

- 9.2 You acknowledge and agree that, unless we have expressly agreed to provide the services described in this clause 9.2 in the Schedule:

- (a) you are responsible for obtaining and managing all licences for the relevant Third Party Inputs;
- (b) you are responsible for paying all fees related to the Third Party Inputs; and
- (c) you agree to comply with terms and conditions applicable to the relevant Third Party Inputs at all times.

- 9.3 We do not make any warranty or representation in respect of any Third Party Inputs.

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

- 9.5 This clause 9 will survive the termination or expiry of this Agreement.

10. Additional Services

- 10.1 You may request Additional Services, including bespoke customisation to the scope or functionality of the SaaS Solution, by providing written notice to us.
- 10.2 We may, at our discretion, provide you with written notice in the form of a statement of work, setting out (among other things) the Additional Services requested and any further fee required for us to undertake the Additional Services (**Statement of Work**).
- 10.3 If you agree to the Statement of Work for the Additional Services, we will provide the Additional Services to you in consideration for payment of the additional fee, which will form part of the Price.
- 10.4 Each Statement of Work will be subject to, and will be governed by, this Agreement and any other conditions agreed to by the Parties in writing. To the extent of any ambiguity or discrepancy between a Statement of Work and this Agreement, the terms of this Agreement will prevail.

11. Variations

- 11.1 You may request a variation or change to the Services, including the timing for the provision of the Services, or a change to the SaaS Conditions (**Variation**), by providing written notice (including by email and our online portal) to us, with details of the Variation (**Variation Request**). We will not be obliged to comply with a Variation Request unless we accept the Variation Request in writing. The Parties agree to comply with this Agreement as varied by any Variation Request accepted in writing.
- 11.2 If we consider that any instruction or direction from you constitutes a Variation, then we will not be obliged to comply with such instruction or direction unless a Variation Request has been issued and accepted by us in accordance with this clause 11.
- 11.3 Any Variation will apply within a reasonable time after our acceptance of your Variation Request, and if applicable, any increase to the Price will be charged on a pro-rata basis if

such increase occurs during the then-current payment period.

12. Your Obligations and Representations

12.1 You agree:

- (a) to comply with this Agreement and all applicable Laws;
- (b) to provide all assistance, information, documentation, access, facilities and other things reasonably necessary to enable us to comply with our obligations under this Agreement or at Law;
- (c) to ensure all information provided to us is kept up-to-date and the email address you provide is valid and regularly checked;
- (d) to make any changes to your Systems, such as System upgrades, that may be required to support the delivery and operation of any Services;
- (e) to ensure that any Systems used in connection with the Services have all necessary approvals and comply with all Laws;
- (f) that you have reviewed and understand the terms of this Agreement (including our Privacy Policy), and that you (and Authorised Users) will use the Services in accordance with them;
- (g) to notify us of any breach or suspected breach of this Agreement by you (or an Authorised User), within 48 hours of becoming aware of any such breach or suspected breach;
- (h) that you are responsible for all Authorised Users and other users within your organisation or within your control using the Services, including your Personnel; and
- (i) that you are responsible for managing the relationship with your Authorised Users, including providing them with any technical support in relation to the SaaS Solution.

12.2 You acknowledge and agree that:

- (a) the technical processing and transmission of the Services, including Your Data, may be transferred unencrypted and involves transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices;
- (b) you will be responsible for the use of any part of the Services by your Authorised Users and any other person you provide with access to the Services, and you must ensure that no person uses any part of the Services:
 - (1) to break any Law or infringe any person's rights (including Intellectual Property Rights);
 - (2) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or
 - (3) in any way that damages, interferes with or interrupts the supply of the Services; and

- (c) you will not alter or modify the Services in any way that is not contemplated by the purposes of the Services.

13. Payment

- 13.1 You agree to pay us the Price, and any other amount payable to us under this Agreement, in accordance with the Payment Terms.
- 13.2 If applicable, any GST must be paid at the same time as the Price in accordance with the Payment Terms and must be paid in addition to the Price, unless it is expressed to be inclusive of GST.
- 13.3 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
 - (a) after a period of 5 Business Days, cease providing the Services, and recover, as a debt due and immediately payable from you, our additional costs of doing so (including legal fees, debt collector fees and mercantile agent fees); and/or
 - (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate, from time to time, plus 2% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms.
- 13.4 To the maximum extent permitted by law, there will be no refunds or credits for any unused Services (or part thereof).

14. Warranties

14.1 We agree:

- (a) that we are properly constituted and have the right and authority to enter into this Agreement;
- (b) that we will use reasonable efforts to ensure all of our obligations under this Agreement will be carried out by suitably competent and trained Personnel and in an efficient and professional manner;
- (c) that we have legal authority to grant you the SaaS Licence;
- (d) that all pre-existing Intellectual Property Rights in the Services (with the exception of the property rights in any Third-Party Inputs) will be owned, held or licensed by us;
- (e) that the provision of the Services does not and will not infringe any other person's Intellectual Property Rights; and
- (f) that the Services will operate and be provided in accordance with this Agreement.

14.2 You represent, warrant and agree that:

- (a) we are not a party to any relationship between you and your Authorised Users;
- (b) you will provide us with any information that we require in order to provide the Services to you (for example, information that we need to set up the Accounts or get your Authorised Users onboarded);
- (c) there are no legal restrictions preventing you from entering into this Agreement;

- (d) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;
- (e) our use of any of Your Materials provided to us under this Agreement, including any materials required to complete the Custom Branding Services, will not infringe any third party rights, including but not limited to, Intellectual Property Rights;
- (f) you are not and have not been the subject of an Insolvency Event;
- (g) if applicable, you hold a valid ABN which has been advised to us; and
- (h) if applicable, you are registered for GST purposes.

15. Intellectual Property

Our Intellectual Property Rights

15.1 As between the Parties, you acknowledge and agree that we own all Intellectual Property Rights in:

- (a) Our Materials;
- (b) New Materials or Improvements; and
- (c) any Feedback,

and as between the Parties, these Intellectual Property Rights will at all times vest, or remain vested, in us, and nothing in this Agreement constitutes an assignment or transfer of such Intellectual Property Rights. To the extent that ownership of these Intellectual Property Rights does not automatically vest in us, you agree to do all acts necessary or desirable to assure our title to such rights.

15.2 In the use of any Intellectual Property Rights in connection with this Agreement, you agree that you must not (and you must ensure that your Personnel and your Authorised Users do not) commit any Intellectual Property Breach or otherwise take any action that may compromise or jeopardise our Intellectual Property Rights in the Services or otherwise.

Where you reasonably suspect that such a breach may have occurred, you must notify us immediately.

15.3 You also agree that we may use Feedback in any manner which we see fit (including to develop new features) and no benefit will be due to you as a result of any use by us of any Feedback.

Your Intellectual Property Rights

15.4 As between the Parties, you will continue to own all Intellectual Property Rights in Your Materials.

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

15.6 If you or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with this Agreement, you agree to (and agree to ensure that your Personnel) consent to our use or infringement of those Moral Rights.

Your Data

15.7 As between the Parties:

- (a) Your Data is and will remain your property; and
- (b) you retain any and all rights, title and interest in and to Your Data, including all copies, modifications, extensions and derivative works.

15.8 You grant us a limited licence to copy, transmit, store, backup and/or otherwise access or use Your Data during the Term (and for a reasonable period after the Term), to:

- (a) supply the Services to you and your Authorised Users (including to enable you and your Personnel to access and use the Services), and otherwise perform our obligations under this Agreement;
- (b) diagnose problems with the Services;
- (c) enhance and otherwise modify the Services;
- (d) perform Analytics;
- (e) develop other services, provided we de-identify Your Data; and
- (f) as reasonably required to perform our obligations under this Agreement.

15.9 You acknowledge and agree that:

- (a) we are not responsible for the integrity or existence of any data on the Computing Environment, network or any device controlled by you, your Authorised Users or your Personnel; and
- (b) we assume no responsibility or Liability for Your Data. You are solely responsible for Your Data and the consequences of using, disclosing, storing or transmitting it. It is your responsibility to backup Your Data.

15.10 You represent, warrant, acknowledge and agree that:

- (a) you have obtained all necessary rights, releases and permissions to provide or have Your Data provided to us and to grant the rights granted to us in this Agreement;
- (b) Your Data (and its transfer to and/or use, collection, storage or disclosure by us as contemplated by this Agreement) does not and will not violate any Laws (including those relating to export control and electronic communications) or the rights of any third party, including any Intellectual Property Rights, rights of privacy, or rights of publicity; and
- (c) the operation of the Services is reliant on the accuracy and completeness of Your Data, and the provision by you of Your Data that is inaccurate or incomplete may affect the use, output and operation of the Services.

15.11 This clause 15 will survive termination or expiry of this Agreement.

16. Analytics

16.1 You acknowledge and agree that we may monitor, analyse and compile statistical and performance information based

on and/or related to your use of the Services, in an aggregated and anonymised format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it:

- (a) does not contain any identifying information; and
- (b) is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.

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

16.3 We may use and disclose to our service providers anonymous data about your access and use of the SaaS Solution for the purpose of helping us improve the SaaS Solution. Any such disclosure will not include details of your, or any Authorised User's, identity or personal information.

17. Confidential Information

17.1 Each Receiving Party agrees:

- (a) not to disclose the Confidential Information of the Disclosing Party to any third party;
- (b) to use all reasonable endeavours to protect the Confidential Information of the Disclosing Party from any unauthorised disclosure; and
- (c) to only use the Confidential Information of the Disclosing Party for the purposes for which it was disclosed or provided by the Disclosing Party, and not for any other purpose.

17.2 The obligations in clause 17.1 do not apply to Confidential Information that:

- (a) is required to be disclosed in order for the Parties to comply with their obligations under this Agreement;
- (b) is authorised to be disclosed by the Disclosing Party;
- (c) is in the public domain and/or is no longer confidential, except as a result of a breach of this Agreement; or
- (d) must be disclosed by Law or by a regulatory authority, including under subpoena.

17.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 17. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion, to protect itself from a breach (or continuing breach) of this clause 17.

17.4 This clause 17 will survive the termination of this Agreement.

18. Privacy

18.1 For the purposes of this clause, **Personal Information** and **Sensitive Information** have the meanings given in the *Privacy Act 1988* (Cth), and also include any similar terms as defined in any other privacy law applicable to you.

18.2 You must, and must ensure that your Personnel and your Authorised Users, at all times comply with the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any privacy or anti-spam Laws applicable to you in respect of

all Personal Information collected, used, stored or otherwise dealt with under or in connection with this Agreement (**Privacy Laws**).

18.3 Without limiting this clause 18, you must ensure that:

- (a) you have collected, used, stored and otherwise dealt with Your Data in accordance with all Privacy Laws; and
- (b) we are capable of collecting, using, storing and otherwise dealing with Your Data, in the manner contemplated by this Agreement, without infringing any third party rights or violating any Privacy Laws.

18.4 Without limiting this clause 18, you agree to only disclose Your Data, to the extent it contains Personal Information if:

- (a) you are authorised by Privacy Laws to collect the Personal Information and to use or disclose it in the manner required by this Agreement;
- (b) you have informed the individual to whom the Personal Information relates, that it might be necessary to disclose the Personal Information to third parties; and
- (c) where any Personal Information is Sensitive Information, you have obtained the specific consent to that disclosure from the individual to whom the Sensitive Information relates.

18.5 We agree to handle any Personal Information you provide to us, solely for the purpose of performing our obligations under this Agreement, and in accordance with any applicable Laws and our Privacy Policy.

19. Australian Consumer Law

19.1 Certain legislation, including the Australian Consumer Law, and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Services by us to you which cannot be excluded, restricted or modified (**Consumer Law Rights**).

19.2 If the ACL applies to you as a consumer, nothing in this Agreement excludes your Consumer Law Rights as a consumer under the ACL. You agree that our Liability for the Services provided to an entity defined as a consumer under the ACL is governed solely by the ACL and this Agreement.

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

19.4 This clause 19 will survive the termination or expiry of this Agreement.

20. Exclusions to liability

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

- (a) any interruptions or downtime to the SaaS Solution as a result of any Scheduled or Emergency Maintenance; and/r
 - (b) any Third Party Inputs.
- 20.2 This clause 20 will survive the termination or expiry of this Agreement.
- 21. Limitations on liability**
- 21.1 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for Consequential Loss;
 - (b) a Party's liability for any Liability under this Agreement will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by the other Party to mitigate its loss;
 - (c) (in respect of any failure by us to comply with relevant Consumer Law Rights) our Liability is limited (at our discretion) to supplying the Services again or paying the cost of having the Services supplied again.
 - (d) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the supply of the relevant Services to which the Liability relates.
- 21.2 This clause 21 will survive the termination or expiry of this Agreement.
- 22. Termination**
- 22.1 Either Party may terminate this Agreement at any time by giving 30 days' notice in writing to the other Party.
- 22.2 This Agreement will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of this Agreement and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party is unable to pay its debts as they fall due.
- 22.3 Upon expiry or termination of this Agreement:
- (a) we will immediately cease providing the Services and remove your (and your Authorised User's) access to the SaaS Solution;
 - (b) where you have engaged us to provide the Custom Branding Services, we will remove your Custom Branded SaaS Solution from the Apple App Store and Google App store, as applicable;
 - (c) we will be entitled to anonymise or permanently delete all Your Data within 1 month from expiry or termination of this Agreement;
- (d) without limiting your Consumer Law Rights, you agree that any payments made by you to us are not refundable to you;
 - (e) you are to pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement; and
 - (f) upon request by us, you agree to promptly return (where possible), or delete or destroy (where not possible to return), any information, documentation or Intellectual Property owned by us that is in your possession or control, subject to clause 15.
- 22.4 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to this Agreement constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of this Agreement.
- 22.5 Where this Agreement is terminated, by you pursuant to clause 22.1, or by us pursuant to clause 22.2, you agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including legal fees, debt collector fees and mercantile agent fees).
- 22.6 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.
- 22.7 This clause 22 will survive the termination or expiry of this Agreement.
- 23. General**
- 23.1 **Amendment:** This Agreement may only be amended by written instrument executed by the Parties.
- 23.2 **Assignment:** Subject to clause 23.3, a Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 23.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with this Agreement, to a debt collector, debt collection agency, or other third party.
- 23.4 **Counterparts:** This Agreement may be executed in any number of counterparts that together will form one instrument.
- 23.5 **Disputes:** You agree to notify us should you have concerns relating to our performance of the Services. A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Queensland Law Society to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to

seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

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

23.7 **Entire agreement:** Subject to your Consumer Law Rights, this Agreement contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in this Agreement, and this Agreement supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.

23.8 **Force Majeure:** Neither Party will be liable for any delay or failure to perform its obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:

- (a) as soon as practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
- (b) uses reasonable endeavours to minimize the duration and adverse consequences of the Force Majeure Event.

Where the Force Majeure Event prevents a Party from performing a material obligation under this Agreement for a period in excess of 60 days, then the other Party may, by notice, terminate this Agreement, which will be effective immediately, unless otherwise states in the notice. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under this Agreement.

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

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

23.11 **Illegal Requests:** We reserve the right to refuse any request for or in relation to any Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with this Agreement.

23.12 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on

the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

23.13 **Online execution:** This Agreement may be executed by means of such third party online document execution service as we nominate subject to such execution being in accordance with the applicable terms and conditions of that document execution service.

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

23.15 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.

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

24. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Schedule, and:

Account means an account accessible to you and/or your Authorised Users to use the Services, including, the SaaS Solution.

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

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

Agreement means these terms and conditions, the Schedule, the Quote and any other documents attached to, or referred to in, each of them.

Authorised User, if applicable, means a user permitted to access and use the Services under your Account, as further particularised in the Schedule.

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

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

Confidential Information includes information which:

- (a) is disclosed to the Receiving Party in connection with this Agreement at any time;
- (b) is prepared or produced under or in connection with this Agreement at any time;
- (c) relates to the Disclosing Party's business, assets or affairs; or

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

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

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Price under this Agreement will not constitute “Consequential Loss” for the purposes of this definition.

Consumer Law Rights has the meaning given in clause 19.1.

Custom Branded SaaS Solution means the SaaS Solution we customise to include your branding, in accordance with the Custom Branding Services.

Custom Branding Services means our white label services as described in the Quote.

Customised IP means the Intellectual Property that we develop for you as a direct result of the performance of the Custom Branding Services, including the Designs, and excludes Our Materials, Your Materials, and the New Materials.

Designs means any designs, drawings, specifications, models, documents, or other materials created by or on behalf of us or our Personnel in preparation for the performance of the Custom Branding Services.

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

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

Force Majeure Event means any event or circumstance which is beyond a Party’s reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Harmful Code means any computer program or virus or other code that is harmful, destructive, disabling or which assists in or enables theft, alternation, denial of service, unauthorised access to or disclosure, destruction or corruption of information or data.

Improvements means any development, modification, adaptation or improvement of Our Materials or any New

Materials made by or on behalf of either Party (or any of their respective Personnel), or in respect of which Intellectual Property Rights are acquired by, either Party during the Term.

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

- (a) a Party disposes of the whole or any part of the Party’s assets, operations or business other than in the ordinary course of business;
- (b) a Party ceases, or threatens to cease, carrying on business;
- (c) a Party is unable to pay the Party’s debts as the debts fall due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party’s assets, operations or business;
- (e) any step is taken for a party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party’s creditors or any class of a Party’s creditors; or
- (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party’s assets, operations or business.

Intellectual Property means any copyright, registered or unregistered designs, patents or trade mark rights, domain names, know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Breach means any breach by you (or any of your Personnel) of any of our Intellectual Property Rights (or any breaches of third-party rights, including any Intellectual Property Rights of third parties), including using or exploiting our Intellectual Property for purposes other than as expressly stated in this Agreement (including, without limitation, using our Intellectual Property for commercial purposes or on-selling our Intellectual Property to third parties).

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

Laws means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with this Agreement or the provision of the Services.

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

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

New Materials means all Intellectual Property developed, adapted, modified or created by either Party or their respective Personnel in the provision of the Services, but excludes Our Materials, Your Materials and the Customised IP.

Our Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services that we may provide to you under this Agreement, and which may contain material which is owned by or licensed to us, and is protected by Australian and international laws.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Premises means any premises the subject of the Services.

Price means the price set out in the Quote, as adjusted in accordance with this Agreement.

Privacy Laws has the meaning given in clause 18.2.

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

Quote means the quote (including any online quote) to which these terms and conditions are attached or incorporated by reference.

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

Schedule means the schedule to this Agreement.

Services means the services that we agree to perform under this Agreement, as further particularised in the Schedule.

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

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

Your Data means the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you, your Personnel and your Authorised Users into the Services or stored by or generated by your use of the Services, including any Personal Information collected, used, disclosed, stored or otherwise handled in connection

with this Agreement. Your Data does not include the Analytics, or any data or information that is generated as a result of your usage of the Services that is a back-end or internal output or an output otherwise generally not available to users of the Services.

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

25. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to this Agreement or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (d) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (e) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (f) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (g) words like including and for example are not words of limitation;
- (h) a reference to time is to local time in Queensland; and
- (i) a reference to \$ or dollars refers to the currency of Australia from time to time.

ATTACHMENT 1 – END USER LICENCE AGREEMENT

RAPIDSTORAPP.COM/EULA