

I&A ADMIN ASSIST TERMS AND CONDITIONS

1 Formation and Term

- 1.1 We have or will provide you with an offer for the Services, whether via email or via an alternate electronic method (**Offer**). The Offer includes commercial details such as a description of the Services, Configuration Services (if any) and the fees to be paid.
- 1.2 This agreement is formed by the Offer, these terms and conditions, all schedules, annexures and attachments included, or referred to, in the Offer or these terms and conditions (together, the **Agreement**).
- 1.3 This Agreement is binding on you from the date you click a box indicating your acceptance (the **Commencement Date**) and is entered into between Citadel Capital Group Pty Ltd (ACN 009195322) as trustee for The Ioppolo Trust and Janti Pty Ltd (077791792) as trustee for The Lepore Family Trust (ABN 14 146 404 137) trading as Ioppolo and Associates of Suite 6, Level 1, 12-20 Railway Road, Subiaco, Western Australia 6008 (**we, us or our**) and you, the customer named in the Offer (**you or your**), together the **"Parties"** and each a **"Party"**.
- 1.4 If you are using the Services on behalf of your employer or a business entity, by accepting this Agreement, you, in your individual capacity, represent and warrant that you are authorised to act on behalf of your employer or the business entity and to bind the entity and the entity's Personnel to this Agreement.
- 1.5 This Agreement will commence on the Commencement Date and will continue on a month to month basis until terminated in accordance with clause 21 (**Term**).

2 Services

- 2.1 In consideration of your payment of the I&A Admin Assist Service Fee (and if applicable Configuration Fee), we will provide the **"Services"**, which are as follows:
- (a) the **"Configuration Services"** (if any) being, any customisation, integration, development or configuration of the I&A Admin Services for you (i.e. for your practice management software or to add an extra functionality you request) as described in the Offer;
 - (b) the **"I&A Admin Assist Services"**, which are as follows:
 - (1) the **"I&A Admin Assist Platform"** being, access to and use of our hybrid cloud and System based platform which allows you (and any of your Authorised Users) to manage payment and your use of the Admin Robot(s); and
 - (2) **"Admin Robot(s)"** being, use of our Admin Robot(s) on your Systems during the hours (i.e. daytime or nighttime hours) and for the tasks described in the Offer and instructed by you via the I&A Admin Platform; and
 - (c) the Support Services as defined in clause 5.
- 2.2 We may agree to provide services outside of the scope in clause 2.1 or which are not described in the Offer, however these will be a variation for the purpose of this Agreement.
- 2.3 We will provide the Services in accordance with this Agreement, whether ourselves or through our Personnel and we will commence providing the Services within a reasonable time after the later of:
- (a) the Commencement Date;
 - (b) to the extent the Configuration Fees are required in advance, we receive payment of the Configuration Fees; and
 - (c) you providing us with any information or assistance that we require in order to provide the Services to you (i.e. information that we need to perform the Configuration Services).
- 2.4 You agree that the commencement of I&A Admin Assist Services under this Agreement will occur on the date following the completion of the Configuration Services and set up of the Auto Top Up (as defined in clause 8.1(b)) on which we make the I&A Admin Assist Services available to you for live use, as notified to you by us (**Go-Live Date**).
- 2.5 If we agree to provide you with a free or discounted trial of the Services (**Trial**):
- (a) we may still need to complete the Configuration Services, in which case the Trial will begin on the Go-Live Date;
 - (b) you may still be required to pay a Configuration Fee in order to receive the Trial;

- (c) the terms of the Trial including the period of the Trial and any limitations of the Trial will be set out where we offer you the Trial;
- (d) we may terminate the Trial at any time if we reasonably believe you are misusing the Trial or are in breach of this Agreement; and
- (e) unless you provide written notice to us to terminate prior to the end of the Trial, at the end of the Trial, the I&A Admin Assist Services will automatically commence, (including payment) and this Agreement will continue for the Term. If you do not want to receive the paid I&A Admin Assist Services, it is solely your responsibility to provide notice to terminate prior to the end of the Trial.

3 I&A Admin Assist Services Licence

3.1 Subject to your compliance with the terms of this Agreement, we grant you (and any Authorised Users), during the Term, a non-exclusive, non-transferable (except with our written permission), non-sublicensable (except as otherwise permitted under this Agreement), personal and revocable licence to access and use the I&A Admin Assist Services for your internal business purposes and solely as contemplated by this Agreement (**Licence**).

4 I&A Admin Assist Platform Account and Logins

- 4.1 You will require an Account and each of your Authorised Users will require a login (which is linked to your Account) in order to use the I&A Admin Assist Services.
- 4.2 You are the Account owner and regardless of any change in any contact details, you will remain responsible for your Account, as set out in this Agreement. If you wish to change the Account owner, you must provide us with a written request to transfer the ownership of the Account to the incoming party, which must also include the incoming party's written consent to take over full responsibility for the Account, in a form acceptable to us.
- 4.3 It is your responsibility to keep your Account details confidential and to ensure that all Authorised Users do the same in relation to their login details. You are responsible for all activity on your Account including all activity by Authorised Users, and for ensuring that all activities on the Account and any login comply with this Agreement.
- 4.4 We are not responsible for the management or administration of your Account or your Authorised Users.

5 Support Services

- 5.1 During the Term, via our helpdesk, we will provide you technical support with the following:
 - (a) questions you have about how to use the I&A Admin Assist Services;
 - (b) technical issues you are experiencing with the I&A Admin Assist Services; and
 - (c) minor updates or modifications required to the I&A Admin Assist Services due to changes made by Third Party Inputs or Third Party Vendors to their offerings (i.e the ATO changes its url for a linked webpage or your practice management software undergoes a basic update),(together, the **Support Services**).
- 5.2 For the avoidance of doubt, the Support Services do not include:
 - (a) any material updates or modifications as a result of changes made by Third Party Inputs or Third Party Vendors; or
 - (b) the integration of a new Third Party Vendor with the I&A Admin Assist Services (i.e. if you acquire a new practice management software for its integration with the I&A Admin Assist Services you must request a variation in accordance with clause 7).
- 5.3 In order for you to receive the Support Services, you or your Authorised User must lodge a support request ticket via our helpdesk (**Support Request**). We agree to respond to any such Support Request on a timely basis, noting that we use a severity rating system to prioritise requests and we will respond to more urgent requests first (as determined by us at our sole discretion).
- 5.4 Our supply of the Support Services is subject to you or your Authorised User supplying to us any information we require about what you have done in response to any issue and any assistance, consents, licences, authorisations, permissions or similar which we reasonably require to respond to the Support Request.
- 5.5 Where you continuously or frequently submit Support Requests of a volume or effort level that is greater than average (based on the data we gather from requests by our other customers), we may give you notice of this and if you do not adjust your usage in line with any request by us to do so, we may:
 - (a) adjust our response time accordingly; and/or
 - (b) vary the I&A Admin Assist Service Fee to reflect your increased use of our limited resources, effective on and from us giving you written notice of the new I&A Admin Assist Service Fee.

6 Availability

- 6.1 Subject to clause 6.2, we agree to use commercially reasonable endeavours to ensure that, once we commence providing the I&A Admin Assist Services, the I&A Admin Assist Services will be available and accessible during the Term.
- 6.2 You acknowledge and agree that:
- (a) the accessible price point at which we offer the Services means that on-demand/immediate access to an Admin Robot is not included in the scope of the Services;
 - (b) access to the Admin Robot(s) is subject to customer demand and there may be a wait time between when you submit a task request and when we notify you an Admin Robot is ready to complete your task;
 - (c) we cannot guarantee that any task submitted by you will be completed by a specific time;
 - (d) during the Term, from time to time, the I&A Admin Assist Services may also be unavailable due to:
 - (1) an interruption caused or contributed to by you or an event outside our reasonable control (including a Force Majeure Event);
 - (2) scheduled and emergency maintenance;
 - (3) updates in relation to the I&A Admin Assist Services; and
 - (e) access to or the functionality of all or part of the I&A Admin Assist Services, may need to be suspended for a time for us to perform maintenance or updates.
- 6.3 We will endeavour to provide you with reasonable notice, where possible, of any scheduled maintenance or updates which will cause material interruptions to access and availability of the I&A Admin Assist Services.

7 Service Updates and Variations

- 7.1 You agree that we may make changes to the I&A Admin Assist Services at any time without your consent. If those changes substantially and adversely affect your use and enjoyment of the I&A Admin Assist Services you may choose to terminate this Agreement in accordance with clause 21.2(b)(2).
- 7.2 Subject to clause 7.3, you may request a variation or change to the Services, including the timing for the provision of the Services, by providing written notice (including by email) to us, with details of the variation or change, (**Variation Request**).
- 7.3 We will not be obliged to comply with a Variation Request unless we:
- (a) accept the Variation Request, including any variation to the Configuration Fee or I&A Admin Assist Service Fee (as applicable) to affect the Variation Request (**Fee Variation**), in writing; and
 - (b) the Configuration Fee or I&A Admin Assist Service Fee (as applicable) has been adjusted to reflect the Fee Variation.
- 7.4 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 in accordance with this clause 7.

8 Payment

- 8.1 You agree:
- (a) to pay us the Configuration Fees (if any) in accordance with the payment terms in the Offer or if there are none, in accordance with the payment terms in the invoice;
 - (b) to set up the automatic top up payment prior to the I&A Admin Assist Services commencing, including prior to the Trial (if any) (**Auto Top Up**). You set up the Auto Top Up by linking your selected payment method (i.e. a credit card) to your Account by providing your credit card details via the first Auto Top Up invoice we provide to you;
 - (c) that a Minimum Commitment Fee may be applicable to your selected Auto Top Up tier;
 - (d) that by setting up the Auto Top Up, you authorise us, during the Term, to automatically and without prior notice to you:
 - (1) debit your selected payment method the tier amount specified in the Offer (**Auto Top Up Sum**) prior to commencement of the I&A Admin Assist Services and each time the Auto Top Up Sum falls below the minimum balance specified in the Offer (**Minimum Balance**);
 - (2) set-off against the Auto Top Up Sum, at any time, the I&A Admin Assist Service Fee based on the timesheet logs recorded by our Admin Robots in performing the I&A Admin Assist Services requested by you and available for your review via the I&A Admin Assist Platform;
 - (e) that by choosing an Auto Top Up tier and entering into this Agreement, if a Minimum Commitment Fee is payable, at the end of each 12 month period, starting from the Commencement Date, we may provide notice to you and debit your selected payment method an amount equal to the Minimum Commitment Fee;

- (f) the Auto Top Up Sum is non-transferrable;
- (g) it is your responsibility to ensure your selected payment method has sufficient funds at the time that each debit occurs. If your selected payment method does not have sufficient funds when we debit it, we will attempt to debit it again;
- (h) to pay us all pre-approved Expenses (if any) in accordance with the payment terms agreed between the parties; and
- (i) to pay us any other amounts payable to us under this Agreement in accordance with the payment terms in the invoice.

8.2 Unless specified otherwise, all amounts in this Agreement are exclusive of GST.

8.3 If any payment has not been made in accordance with the payment terms, the amount becomes a debt due and immediately payable to us and we may (at our absolute discretion) immediately cease or suspend the provision of the Services.

8.4 You acknowledge that we may set off any amounts you owe us from time to time against any amounts we owe to you.

8.5 Subject to your Statutory Rights and to the maximum extent permitted by law, the Configuration Fee, I&A Admin Assist Service Fee and Expenses are non-refundable.

9 Variations to the Fees

9.1 The Auto Top Up Sum, Minimum Balance and if applicable Minimum Commitment Fee, may be reviewed on an annual basis. However, you may at any time submit a Variation Request to vary your Auto Top Up Sum and/or Minimum Balance. If we agree to vary your Auto Top Up Sum, any existing Minimum Commitment Fee may need to be varied or if a Minimum Commitment Fee does not currently apply, one may need to be applied.

9.2 You agree that we may vary the I&A Admin Assist Service Fee at any time by providing written notice to you of such variation. Where we provide this notice, the new I&A Admin Assist Service Fee will take effect 30 days after the date of the notice.

9.3 On receiving notice under clause 9.2, you may choose to terminate this Agreement in accordance with clause 21.2(b)(3).

10 Obligations

Our obligations

10.1 We warrant, represent and agree:

- (a) that we are properly constituted and have the right and authority to enter into this Agreement;
- (b) that we will provide the Services in accordance with all Laws applicable to us; and
- (c) that we will use reasonable efforts to ensure all of our obligations under this Agreement will be carried out:
 - (1) by suitably competent and trained Personnel; and
 - (2) in an efficient and professional manner.

Your obligations

10.2 You warrant, represent and agree:

- (a) you have the legal capacity to enter into a legally binding agreement;
- (b) there are no legal restrictions preventing you from entering into this Agreement;
- (c) that you have reviewed and understand the terms of this Agreement and will use the Services in accordance with them, our reasonable requests or requirements, and all applicable Laws;
- (d) you will be responsible for the use of any part of the Services, and you must ensure that no person uses any part of the Services to break any Law or infringe any person's rights (including Intellectual Property Rights or to interfere with any person's privacy) or in any way that damages, interferes with or interrupts the supply of the Services;
- (e) the I&A Admin Assist Services are a secondary tool provided solely for your convenience, we cannot guarantee the completeness or accuracy of any Deliverables and you are solely responsible for, and will review, all Deliverables prior to relying on them;
- (f) to cooperate with us and provide all assistance, information, documentation, access, facilities, authorities, consents, licences and permissions reasonably necessary to enable us to comply with our obligations under this Agreement or at Law, in a timely manner and at your cost;
- (g) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete and that we will rely on such information and documentation in order to provide the Services;

- (h) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes) or any Third Party Inputs (including in any marketing materials), unless expressly stipulated in this Agreement;
- (i) you are responsible for all users using the Services, including your Authorised Users;
- (j) the Services and any associated programs and files are used at your own risk;
- (k) we are not responsible for the integrity or existence of any data, including Customer Data, on your Computing Environment, or any device controlled by you or your Personnel;
- (l) the Services are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, our Services to third parties without our prior written consent; and
- (m) you will carry out all of the required set-up and you have all hardware, software and services which are necessary to access and use the Services (other than those expressly required to be provided by us under this Agreement).

10.3 To the extent contemplated, this clause 10 will survive the termination or expiry of this Agreement.

11 Confidential information

11.1 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.

11.2 The obligations in clause 11.1 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.

11.3 Each Party agrees that monetary damages may not be an adequate remedy for a breach of this clause 11. 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 11.

11.4 This clause 11 will survive the termination or expiry of this Agreement.

12 Intellectual Property Rights

12.1 This clause 12 will survive the termination or expiry of this Agreement.

12.2 The Parties agree that nothing in this Agreement constitutes a transfer or assignment of any Intellectual Property Rights.

Our Intellectual Property Rights

12.3 You agree that we (or the relevant third party) own all Intellectual Property Rights in:

- (a) all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property and the 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 (**Our Materials**);
- (b) all Intellectual Property developed, adapted, modified or created by us in preparation for entry into this Agreement, or by or on behalf of either Party (or any of their respective Personnel) in connection with this Agreement and the Services (including anything created during the Configuration Services and any machine learning algorithms output from the Services and anything generated by your use of the Services (but excluding Customer Data, Deliverables and Your Materials), whether before, during or after the date of this Agreement (**New Materials**);
- (c) 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 (**Improvements**);
- (d) statistical and performance information which we compile in an aggregated and anonymised format based on and/or related to New Materials and/or use of the Services by you and your Authorised Users (**Analytics**); and
- (e) any idea, suggestion, recommendation or request by you or any of your Personnel or Clients, whether made verbally, in writing, directly or indirectly, in connection with the Services (**Feedback**),

and these Intellectual Property Rights will at all times vest, or remain vested, in us (or, if applicable, our third-party service providers). 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.

- 12.4 You 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, any of your Personnel or Clients, as a result of any use by us of Feedback.
- 12.5 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 do not) commit any Intellectual Property Breach. Where you reasonably suspect that such a breach may have occurred including where you become aware of a claim or potential claim of infringement of third party Intellectual Property Rights, you must notify us immediately.

Your Materials

- 12.6 We agree that you (or the relevant third party) own all Intellectual Property Rights in:
- (a) all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned, licensed or developed by or on behalf of you or your Personnel before the Commencement Date and/or developed by or on behalf of you or your Personnel independently of this Agreement (**Your Materials**); and
 - (b) any results, information, documentation or materials generated by the I&A Admin Assist Services as a result of your or your Authorised User's use of the Admin Robot(s) to perform a task (**Deliverables**).
- 12.7 You grant us a non-exclusive, revocable, worldwide, non-sublicensable and non-transferable right and licence, to use Your Materials, and Deliverables 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.
- 12.8 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.

Customer Data

- 12.9 As between you and us:
- (a) all information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you or your Personnel into the Services or stored by the Services, any Deliverables and any Personal Information collected, used, disclosed, stored or otherwise handled in connection with this Agreement (but expressly excluding Our Materials, New Materials and Improvements) (**Customer Data**), is and remains your property; and
 - (b) you retain any and all rights, title and interest in and to the Customer Data, including all copies, modifications, extensions and derivative works.
- 12.10 You grant us a limited licence to copy, transmit, store and back-up or otherwise access the Customer Data during the Term (and for a reasonable period after the Term), to:
- (a) supply the Services to you (including to enable you and your Personnel to access and use the Services);
 - (b) diagnose problems with the Services;
 - (c) enhance and otherwise modify the Services;
 - (d) perform Analytics; and
 - (e) as otherwise reasonably required to perform our obligations under this Agreement or at Law.

13 Information Management

- 13.1 You represent, warrant and agree:
- (a) that you are responsible for reviewing and determining whether to send any automated email created as part of the I&A Admin Assist Services;
 - (b) that you are responsible for the collection, use, disclosure, storage and other dealings with Customer Data in connection with this Agreement;
 - (c) to ensure, at all times,
 - (1) the accuracy, reliability, completeness and integrity of the Customer Data, including by checking that Deliverables are complete, up-to-date and accurate; and
 - (2) that the collection and use of Customer Data is compliant with all Laws, including all Privacy Laws;
 - (d) that you have provided all required notices and obtained all necessary rights, releases, consents and permissions to provide or have the Customer Data provided to us, or any Third Party Input or Third Party Vendor and for the handling of the Customer Data as authorised by you in connection with this Agreement;

- (e) in relation to any Sensitive Information, that you have obtained consent from the individual to whom the Sensitive Information relates, to allow collection by/disclosure to us, or any Third Party Input and Third Party Vendor, or disclosure and use as otherwise authorised by you in connection with this Agreement; and
- (f) that our handling of Customer Data, as authorised by you in connection with this Agreement:
 - (1) will not cause us to breach or infringe any Laws (including Privacy Laws and those relating to export control and electronic communications) or rights of any third party, including any Intellectual Property Rights, rights of privacy, or rights of publicity; and
 - (2) is not inconsistent with the terms of any applicable privacy policies, privacy notices or other relevant documentation.

13.2 You acknowledge and agree that:

- (a) subject to clauses 13.3, we assume no responsibility or Liability for the Customer Data;
- (b) we do not provide a data storage service and we cannot guarantee that Customer Data will be available at all times. It is your responsibility to back-up the Customer Data and ensure the ongoing secure storage of Customer Data;
- (c) the operation of the Services is reliant on the accuracy of the Customer Data, and the provision of inaccurate or incomplete Customer Data by you or your Personnel may affect the use, output and operation of the Services.

13.3 We agree to handle any Personal Information you provide to us or instruct us to collect for you:

- (a) solely as permitted under this Agreement;
- (b) in accordance with all applicable Privacy Laws; and
- (c) in accordance with our Privacy Policy.

13.4 This clause 13 will survive termination or expiry of this Agreement.

14 Analytics

14.1 Despite anything to the contrary, we may monitor, analyse and compile Analytics. You agree that we may use such Analytics for any purpose, provided that it does not contain identifying information.

14.2 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.

14.3 This clause 14 will survive the termination or expiry of this Agreement.

15 Restrictions

15.1 You must not and must ensure that any other person (including an Authorised User) does not use the Services in any way that:

- (a) breaches any applicable Laws, including Privacy Laws;
- (b) breaches or infringes any person's rights or causes us to breach or infringe any person's rights;
- (c) breaches any Intellectual Property Rights, whether directly or indirectly, including to (unless authorised under this Agreement or we otherwise provide our prior written consent):
 - (1) copy, modify, adapt, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble or decompile the I&A Admin Assist Services (or any part of the Services) or otherwise attempt to discover any part of the source code of the I&A Admin Assist Services;
 - (2) use any unauthorised, modified version of the Services, including (without limitation) for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to the I&A Admin Assist Services;
 - (3) rent the use of the Services to any third parties;
 - (4) take any action that may compromise or jeopardise our Intellectual Property Rights in the Services or otherwise;
 - (5) remove or deface any confidentiality, copyright or other proprietary notice placed on the Services; or
 - (6) use the Services in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing.

15.2 You must not and must ensure that any other person (including an Authorised User) does not use the I&A Admin Assist Services:

- (a) except as permitted by the Licence;
- (b) in any way that damages, interferes with or interrupts the supply of the I&A Admin Assist Services;
- (c) to introduce malicious programs into our hardware and software or Systems, including any viruses or malware through any channel;

- (d) to allow an Authorised User to continue to use the I&A Admin Assist Services after termination of their employment and/or relationship with you;
- (e) to carry out security breaches or disruptions of a network;
- (f) to use any program/script/command, or send messages of any kind, with the intent to interfere with, or disable, any person's use of the I&A Admin Assist Services;
- (g) to circumvent user authentication or security of any of our networks, accounts or hosts or those of customers or suppliers;
- (h) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or
- (i) if applicable, to send any form of harassment via email, or any other form of messaging, whether through language, frequency, or size of messages, or use the Services in breach of any person's privacy (such as by way of identity theft or "phishing").

16 Third Party Inputs

- 16.1 You agree that the I&A Admin Assist Services may include Third Party Inputs that interface, or interoperate, with the I&A Admin Assist Services, including third party software or services that the provision of the I&A Admin Assist Services may be contingent on, limited to or impacted by (i.e. the cloud hosting provider that hosts our Admin Robot(s) is a third party provider).
- 16.2 You must comply with our instructions and directions, whether written or verbal, in relation to use of any Third-Party Inputs. Where we provide you with any terms and conditions for use of these Third Party Inputs, you agree that you will comply with these and are liable for any damages and/or loss that we incur as a result of any non-compliance by you.

17 Third Party Vendors

- 17.1 You agree that we may facilitate, on your instructions (your instructions include the information in the Offer for the Configuration Services), the interface, or interoperation of, the Services with your Third Party Vendors, including third party software, services or equipment and that the provision of the I&A Admin Assist Services may be contingent on, limited to, or impacted by the Third Party Vendors (i.e. your practice management software may be integrated to allow the transfer of data to or from your practice management software as part of the I&A Admin Assist Services, the I&A Admin Assist Services will be integrated with any third parties required to complete the task types in the Offer, such as the ATO).
- 17.2 To the extent that you instruct us to use any Third Party Vendors in conjunction with the I&A Admin Assist Services, you are solely responsible for:
- (a) the purchase of;
 - (b) the requirements (including any consents or permissions); and
 - (c) the licensing obligations (and compliance with those obligations),
- related to the applicable Third Party Vendor, and
- (d) ensuring that the interface, or interoperation of, the I&A Admin Assist Services with the Third Party Vendor and the extraction, receipt and/or disclosure of any Customer Data is legally and contractually permitted (including with respect to Privacy Laws).
- 17.3 You agree that the benefit of any Third Party Vendor's interface, or interoperation with, the Services is subject to your compliance with clause 17.2 and that we have no Liability to you (including for any loss of access to Customer Data or corruption of Customer Data) if any Third Party Vendor withdraws access to their services or withdraws their services from integration with our I&A Admin Assist Services.
- 17.4 Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and agree to indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with Third Party Vendors.

18 Australian Consumer Law

- 18.1 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 our Services which cannot be excluded, restricted or modified (**Statutory Rights**).
- 18.2 If the Australian Consumer Law applies to you as a consumer, nothing in this Agreement excludes your Statutory Rights as a consumer under the Australian Consumer Law. You agree that our Liability for the Services provided to an entity defined as a consumer under the Australian Consumer Law is governed solely by the Australian Consumer Law and this Agreement.
- 18.3 Subject to your Statutory 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 (including as to fitness for purpose), either express or implied, whether in statute, at Law or any other basis.
- 18.4 This clause 18 will survive the termination or expiry of this Agreement.

19 Limitations on liability

19.1 Despite anything to the contrary, to the maximum extent permitted by law:

- (a) we will not be liable for any Consequential Loss;
- (b) a Party's liability for any Liability under this Agreement (including as part of any indemnity) 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 to mitigate that Liability; and
- (c) 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 Configuration Fee and/or I&A Admin Assist Service Fee paid by you to us and retained by us in respect of the supply of the relevant Services to which the Liability relates.

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

20 Exclusions to liability

20.1 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:

- (a) loss of, or damage to, any property or any injury to or loss to any person;
- (b) the Computing Environment;
- (c) your or your Personnel's acts or omissions;
- (d) any claim by a Client;
- (e) your reliance on any Deliverables;
- (f) any use or application of the Services by a person or entity other than you, or other than as reasonably contemplated by this Agreement;
- (g) any event outside of our reasonable control (including a Force Majeure Event, and a fault, defect, error or omission in the Computing Environment or Customer Data);
- (h) the Services being unavailable, or any delay in us providing the Services to you for any reason described in this Agreement;
- (i) any work, services, goods, materials or items which do not form part of the Services (as expressed in this Agreement), or which have not been provided by us; and/or
- (j) any Third-Party Inputs or Third Party Vendors (including in relation to the I&A Admin Assist Services).

20.2 This clause 20 will survive termination or expiry of this Agreement.

21 Termination

21.1 Either Party may terminate this Agreement by providing the other Party 30 days' prior written notice.

21.2 This Agreement will terminate immediately upon written notice by:

- (a) us, if:
 - (1) you (or any of your Personnel) breach any material term of this Agreement;
 - (2) you (or any of your Personnel) breach any provision of this Agreement and that breach has not been remedied within 20 Business Days of being notified by us;
 - (3) you fail to provide us with clear or timely instructions or information to enable us to provide the Services;
 - (4) for any other reason outside our control which has the effect of compromising our ability to provide the Services; or
 - (5) you are unable to pay your debts as they fall due;
- (b) you, if:
 - (1) we are in breach of a material term of this Agreement, and that breach has not been remedied within 20 Business Days of being notified by you;
 - (2) the Services are varied by us under clause 7.1 of this Agreement and you choose to terminate this Agreement in accordance with clause 7.1 of this Agreement;
 - (3) the I&A Admin Assist Service Fee is varied by us under clause 9.2 of this Agreement and you choose to terminate this Agreement in accordance with clause 9.3 of this Agreement;
 - (4) we issue you with a notice that the Agreement is being amended under clause 24.2 of this Agreement, you can demonstrate this amendment has a material adverse impact on you and you choose to terminate this Agreement in accordance with clause 24.2 of this Agreement; or
 - (5) we are unable to pay our debts as they fall due.

21.3 Upon expiry or termination of this Agreement:

- (a) we will immediately cease providing the Services;
- (b) we will be entitled to anonymise or permanently delete all Customer Data without Liability to you;
- (c) 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, including (if applicable) the Minimum Commitment Fee on a pro-rata basis;
- (d) to the maximum extent permitted by law, the Configuration Fee and/or I&A Admin Assist Service Fee are not refundable and there will be no refunds or credits for any unused Licence (or part thereof);
- (e) we may set-off any amount payable to us against any unused Auto Top Up Sum and we will return any remaining Auto Top Up Sum to you;
- (f) where termination is as a result of clause 21.2(a)(1) or (2), you also agree to pay us our additional costs arising from, or in connection with, such termination; and
- (g) you will immediately return (where possible) or delete or destroy (where not possible to return), any of our property.

21.4 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

21.5 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.

21.6 This clause 21 will survive the termination or expiry of this Agreement.

22 Trust Provision

22.1 Each Party described in this Agreement as a trustee (**Trustee**) enters into this Agreement only in its capacity as a trustee of the trust of which it is described as the Trustee (**Trust**).

22.2 Subject to clause 22.1, and despite any other provision of this Agreement, a Liability arising under or in connection with this Agreement is limited and can be enforced against a Trustee only to the extent to which the Trustee is indemnified out of the assets of the Trust.

22.3 The limitation set out in clause 22.2 does not apply where the Trustee's right to indemnification is reduced or lost as a result of fraud, breach of trust or breach of duty by the Trustee.

22.4 This clause 22 will survive the termination or expiry of this Agreement.

23 Disputes

23.1 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.

23.2 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 Law Society of Western Australia 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.

23.3 If the Parties cannot agree how to resolve the Dispute at mediation, either Party may refer the Dispute to arbitration in accordance with the Australian Centre for International Commercial Arbitration (**ACICA**) rules. Once a Dispute has been referred to the ACICA, the Parties agree to be bound by the decision of the ACICA. The seat of arbitration shall be Perth, Australia. The language of the arbitration shall be English. The number of arbitrators shall be one.

23.4 Nothing in this clause 23 will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

23.5 This clause 23 will survive the termination or expiry of this Agreement.

24 General

24.1 **Access:** The Services may be accessed in Australia and overseas. We make no representation that the Services comply with the Laws (including Intellectual Property Laws) of any country outside of Australia. If you access the Services from outside Australia, you do so at your own risk and you are responsible for complying with the Laws in the place you access the Services.

24.2 **Amendment:** We may amend this Agreement with 30 days notice to you which we may provide to you via email or via an in-Account notification. On receiving notice under this clause 24.2, if you can demonstrate that the amendment has a material adverse impact on you, you may terminate this Agreement in accordance with clause 21.2(b)(4).

- 24.3 **Assignment:** A Party must not assign or deal with the whole or any 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).
- 24.4 **Entire agreement:** This Agreement contains the entire understanding between the Parties, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter.
- 24.5 **GST:** If and when applicable, GST payable on the consideration will be set out in our invoice. You agree to pay the GST amount at the same time as you pay the consideration in the invoice.
- 24.6 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under this Agreement if such failure or delay is due to any circumstance beyond our reasonable control (including but not limited to natural catastrophes, strikes, accidents, power failures, acts of war, terrorism, civil or military disturbances, epidemics, pandemics, COVID-19 and Government sanctioned restrictions and orders, whether known or unknown at the time of entering into this Agreement) (**Force Majeure Event**).
- 24.7 **Governing law:** This Agreement is governed by the laws of Western Australia. Subject to clause 23, each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 24.8 **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 2 Business Days in the case of post, or at the time of transmission in the case of transmission by email (or, where the time of transmission is not on a Business Day, 9am on the next Business Day).
- 24.9 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 24.10 **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.

25 Definitions

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

Account means an account accessible to you and/or your Authorised Users to use the Services, including, the I&A Admin Assist Services;

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;

Authorised User, if applicable, means a user permitted to access and use the Services under your Account;

Business Day means a day on which banks are open for general bank business in Western Australia, excluding Saturdays, Sundays and public holidays;

Client means anyone who you provide goods or services to for a benefit;

Computing Environment means your computing environment including all hardware, software, information technology, devices, servers, networks, 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;

Configuration Fees means the fee (if any) payable for the Configuration Services, as specified in the Offer;

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;

Expenses means any disbursements, travel costs, accommodation costs and third-party costs, reasonably and directly incurred by us or our Personnel for the purpose of the provision of the Services;

Force Majeure Event has the meaning given in clause 24.6;

GST has the meaning which it is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

I&A Admin Assist Service Fee means the fee payable for the I&A Admin Assist Services, as specified in the Offer;

Intellectual Property means any copyright, registered and unregistered trade marks, designs (whether or not registered or registrable), 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 person with the authority to bind the relevant Party in connection with this Agreement or the provision of the Services, and includes Privacy Laws and the *Spam Act 2003* (Cth);

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;

Minimum Commitment Fee means (if applicable) the minimum annual amount you must pay us in I&A Admin Assist Service Fees, as specified in the Offer;

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

Personal Information has the meaning given in the *Privacy Act 1988* (Cth) and any similar term as defined in any other applicable Privacy Laws, and for the purpose of this Agreement also includes a Tax File Number;

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, and in respect of you Authorised Users;

Privacy Laws means the *Privacy Act 1988* (Cth) and Australian Privacy Principles as set out in Schedule 1 of the *Privacy Act 1988* (Cth) and any other privacy or anti-spam Laws as applicable to each Party, including as applicable to the handling of a Tax File Number;

Privacy Policy means our privacy policy located at <https://www.ioppolo.com.au/privacy-policy-2/>;

Sensitive Information has the meaning given in the *Privacy Act 1988* (Cth) and any similar term as defined in any other applicable Privacy Laws, and for the purpose of this Agreement also includes a Tax File Number;

Statutory Rights has the meaning given in clause 18.1 of this Agreement;

System means all hardware, software, networks, servers 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 Third Party Vendors, customers, end users, suppliers, transportation or logistics providers or other subcontractors which the provision of the Services may be contingent on, or impacted by; and

Third Party Vendors means any goods and services provided by third parties which you instruct us to integrate, interface or interoperate with the I&A Admin Assist Services.

