

1. Commencement

These terms commence on the first to occur of the date that we first communicate with you or accept instructions from you or provide you with access to the Platform, the Website or Services and will continue until terminated.

2. Acceptance

2.1 Bound by Terms

The Platform and the Website are available for your use on the condition that you agree to these terms.

2.2 Access to the Platform and/or the Website

We do not guarantee or warrant that:

- (a) the Platform and/or the Website will be free from typographic errors, viruses or other harmful or malicious applications or software; or
- (b) access to the Platform and/or the Website will be uninterrupted.

2.3 Our fees

All fees are expressed in Australian dollars and are subject to GST unless otherwise stated. While we will endeavour to keep the fees published on the Platform and/or the Website current at all times, our fees may be subject to change without Notice.

2.4 User is Bound

- (a) You are bound by these terms if you:
 - (i) access or use the Platform or the Website;
 - (ii) create a DocsCentre Account;
 - (iii) after being provided access to these terms (including if we have requested you to review or accept these terms on the Platform and/or the Website), you instruct or request that we provide Services, whether through the Platform, the Website or through any written or verbal communication;
 - (iv) communicate with us through any written or verbal communication that you have agreed to be bound by these terms;
 - (v) accept these terms by acceptance on the Platform and/or the Website;
 - (vi) communicate with us in any way about any matter including by a general enquiry; or
 - (vii) otherwise instruct or request that we provide to you Services in any way.
- (b) You acknowledge that you have had an opportunity to read and understand these terms and to obtain legal advice in relation to these terms. If you do not agree to be bound by these terms, you must not communicate with us or request that we provide you with Services, or otherwise access the Platform or the Website.

2.5 Your Instructions

- (a) If you instruct us to or request that we provide Services in any way including on behalf of your client or other third party, you represent and warrant to us that:
 - (i) you are authorised to instruct or request that we provide Services;
 - (ii) you are authorised by the relevant client or third party to accept these terms;
 - (iii) you have the written authority of the client or third party to provide us with instructions;
 - (iv) you have the written authority of the client or third party to authorise us to submit transactions to ASIC, the ATO, or any other Service Provider, and that written authority complies with all requirements of ASIC, ATO and/or other Service Provider in respect of such authorities, including:
 - A. a written authorisation to submit transactions to ASIC and/or the ATO on behalf of your client or third party, including the capacity in which you do so;
 - B. that you hold all necessary and/or required consents from your client or third parties which may be required by ASIC, the ATO and/or other Service Providers;
 - C. that you and/or your client and/or other third party has complied with all regulations about director identification numbers and that, if we are requested to register a company on behalf of any person, the proposed director/s have proper and valid director identification numbers;
 - (v) you have complied with all requirements allowing us to communicate with and provide information (including personal information) to our Service Providers;
 - (vi) you will produce any written authority referred to in this clause 2.5(a) promptly and within 5 days of our request to do so; and
 - (vii) all information and Data that you provide to us is true and accurate and has been provided to us with your authority and the authority and at the instruction of any client or third party.
- (b) You represent and warrant to us that:
 - (i) you and any Authorised User is authorised to accept these terms and to bind you to these terms; and
 - (ii) to the extent any person who accepts these terms and is not authorised to do so, you and they will be liable in their personal capacity and in all relevant capacities and will indemnify us against any loss, damage, expense or cost suffered as a result of the acceptance of these terms.

3. Our Policies

- (a) You will be required to read and accept these terms and each current Policy on each occasion you access the Platform and/or the Website and/or each time you provide instructions to us. By doing so you are deemed to accept these terms and each Policy.
- (b) Each Policy is incorporated into these terms and form part of them.

- (c) We may from time to time modify, alter, amend or withdraw any part of any Policy and/or adopt any additional or other policy that will govern other interactions and transactions with you, without Notice.
- (d) By accessing the Platform and/or the Website or requesting we provide you with Services or communicating with us following an Update, you are bound by each Policy including each Update.
- (e) If you do not agree to a Policy or Update you:
 - (i) must provide us with Notice that you do not agree to the Policy or Update;
 - (ii) acknowledge that we may not be able to provide you with Services; and
 - (iii) acknowledge that we may terminate your access to the Platform and/or the Website.

4. DocsCentre Accounts

4.1 Obligations of DocsCentre Account holders

By creating a DocsCentre Account or instructing us to create one for you, you must:

- (a) not register for or create more than one DocsCentre Account, create a DocsCentre Account on behalf of someone else, or create a false or misleading identity on the Platform and/or the Website;
- (b) not allow any related or other firm, practice, company, partnership, related body corporate to register for, create or use a DocsCentre Account without our prior written consent;
- (c) not allow any person other than your Authorised Users to access or use the Platform and/or the Website and/or to access Services using your DocsCentre Account;
- (d) provide all information that we require in order to comply with any authentication requirements, or other authentication requirements imposed by Law, in order to provide you with Services;
- (e) not transfer or provide access to your DocsCentre Account to any other person;
- (f) procure that each of your Authorised Users do not transfer or provide access to the Authorised User's access details (including user names and passwords) to any other person;
- (g) maintain the security of your user identification, password and personal information and any other Confidential Information relating to your DocsCentre Account;
- (h) procure that each of your Authorised Users maintain the security of their user identification, password and personal information and any other Confidential Information relating to your DocsCentre Account;
- (i) notify us immediately of any known or suspected unauthorised use of your DocsCentre Account, any Authorised User's account or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of any password;
- (j) take responsibility for all purchases and charges resulting from use of your DocsCentre Account, including unauthorised use;

- (k) take all necessary steps to prevent the continuance of any unauthorised use of your DocsCentre Account or of any Authorised Users by changing user names and /or passwords or contacting us to change user names and /or passwords; and
- (l) update and keep your information and that of your Authorised Users accurate, including but not limited to email addresses, business addresses, postal addresses, dates of birth and any other contact or personal information that we may require.

4.2 Authorised Users

You agree that:

- (a) you are responsible for ensuring that your Authorised Users have appropriate Platform authorisations;
- (b) you are responsible for procuring that your Authorised Users comply with these terms;
- (c) to the extent that we suffer any Loss as a result of a breach of these terms, any of our Policies or the failure of an Authorised User to comply with an applicable Law, you are jointly and severally liable with that Authorised User for that Loss; and
- (d) you are responsible for any instructions provided or purchases made by an Authorised User.

4.3 Accounts Generally

You agree that access to the Platform and the provision by us of Services through the Platform require proper account establishment. If this does not occur:

- (a) Services may not be able to be provided, or if they are provided the Services may be adversely affected;
- (b) you or your Authorised Users may be required to re-establish your DocsCentre Account before Services can be provided; and
- (c) we will not be liable to you for any Loss suffered due to the Services not being provided or due to the Services being adversely affected.

5. Supply of Services

5.1 General Service Requests

Whether or not you have a DocsCentre Account but have requested our Services you must:

- (a) confirm your acceptance of these terms. Your continued provision of instructions following your access to these terms will be deemed acceptance;
- (b) comply with all reasonable directions that we may give from time to time with respect to the provision of Services;
- (c) protect all our Intellectual Property Rights in the Materials from unauthorised access, use, reproduction, adverse treatment and damage; and
- (d) not reproduce any of the Materials produced in connection with Services without our prior written consent.

5.2 Account Holders

- (a) If you have an active DocsCentre Account, we will provide you with access to the Platform on a revocable, non-exclusive and non-transferable basis (**Licence**) on the conditions in clause 5.2(b).
- (b) The Licence is provided on the following conditions:
 - (i) you must:
 - A. procure that all your Authorised Users, only use the Platform bona fide in connection with your business and in accordance with these terms;
 - B. comply with all reasonable directions that we may give from time to time with respect to your use (or the use of your Authorised Users) of the Platform;
 - C. procure that all your Authorised Users comply with all reasonable directions that we may give from time to time with respect to their access to and use of the Platform
 - D. protect all our Intellectual Property Rights in the Platform and Materials from unauthorised access, use, reproduction, adverse treatment and damage;
 - E. procure your Authorised Users to maintain the security of account log in information and all Your Data; and
 - F. cooperate with us in remediation of any security breach, unauthorised use or misuse of the Platform and promptly report all matters to us; and
 - (ii) you must not:
 - A. allow or engage any third party to conduct development work on the Platform;
 - B. interfere or disrupt the operation of the Platform nor attempt to do so;
 - C. grant access to the Platform to anyone other than Authorised Users, without our prior written consent;
 - D. reproduce any of the Materials received as a result of your request for Services without our prior written consent; and
 - E. subject to any right under the Copyright Act, either directly or indirectly, modify, attempt to decompile, cross compile, disassemble, reverse engineer, or use any other means to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or the Services.

5.3 Services Offered

- (a) We may from time to time modify, alter, amend or withdraw any part of the Services, Platform.
- (b) We may from time to time modify, alter, amend or withdraw any part of these terms. Subject to subclause (d), we will use reasonable endeavours to provide you with Notice of any changes to these terms. Any amendment of these terms (**Amendment**) will govern other interactions and transactions with you. For the avoidance of doubt, we

may make any Update at any time without Notice to you and any Update is not an Amendment for the purposes of this clause.

- (c) We may also from time to time modify, alter, amend or withdraw any part of these terms without Notice due to any change in Law or other advice, directive or requirement imposed by ASIC, the ATO or other government or non-government entity.
- (d) We reserve the right to make minor alterations to these terms without Notice. Any change made pursuant to this subclause will apply immediately upon being made.
- (e) All Amendments will be incorporated into and form part of these terms.
- (f) By requesting we provide you with Services following an Amendment, you agree to be bound by the Amendment.
- (g) If you do not agree to an Amendment you:
 - (i) must provide us with Notice that you do not agree to the Amendment;
 - (ii) acknowledge that we may not be able to provide you with certain Services; and
acknowledge that we may terminate your access to the Platform and/or the Website.

6. Your Responsibilities

6.1 Licence

- (a) You grant us an irrevocable, perpetual, world-wide, sub-licensable, royalty free licence to any Data that you provide to us for the purposes of:
 - (i) enabling the Platform to receive and process it;
 - (ii) our analysis and delivery of the Services;
 - (iii) enabling us to interact with Service Providers; and
 - (iv) enabling our Host to store it,as well as any other purpose related to our rights or obligations under these terms.
- (b) Title to the Data that you provide remains with you and we do not obtain ownership of any Intellectual Property Rights in Data that you provide.

6.2 Systems

You are responsible for obtaining and maintaining all of your Systems.

6.3 Your warranties

Without limiting any other provision of these terms, you represent, warrant and undertake that you:

- (a) own or have an unrestricted right to use all Data that is provided to us in whatever form and through whatever medium;
- (b) where you are a professional adviser, that you have obtained the written authority of your client or other third party to provide us with all Data relating to that client or third party and to provide us with instructions on behalf of your client or third party;

- (c) have the capacity and authority to grant us the licence under clause 6.1(a);
- (d) have the capacity and authority to enter into and to perform these terms;
- (e) will not upload any harmful code or files to our Platform, or otherwise interfere with or disrupt the Platform or provision of our Services; and
- (f) have either accepted yourself or had an authorised Representative of yours accept these terms and that these terms legally bind you.

6.4 Your acknowledgements

You acknowledge and agree that:

- (a) computer and telecommunications services are not fault free and occasional periods of downtime may occur; and
- (b) in addition to any other rights or remedies we may have, we may suspend or terminate your access, or the access of any Authorised User, to the Platform and/or the Website at any time and without any liability to you in the event that we believe that either you or an Authorised User is in breach of, or is likely to breach, a provision of these terms, or if we suspect your DocsCentre Account has been compromised or accessed by any unauthorised third party, or is likely to be.

7. Our responsibilities

7.1 General

We will:

- (a) provide you with reasonable Notice of matters that may significantly impact our ability to deliver Services, including scheduled maintenance to the Website or the Platform that may impact the use and availability of the Website or the Platform;
- (b) facilitate the storage and hosting of all Data with our Host; and
- (c) ensure that the Platform and Services will be provided in accordance with:
 - (i) these terms; and
 - (ii) applicable Laws.

7.2 Data

- (a) When processing any Data, we will:
 - (i) treat your Data as Confidential Information;
 - (ii) use Your Data in the manner and for the reasons as provided in our Privacy Policy, including as required for our legitimate business purposes;
 - (iii) implement, maintain and enforce appropriate and industry best practice technical and organisational measures to protect Data from any misuse, loss, interference unauthorised access, modification or disclosure;
 - (iv) subject to any third-party hosting issue and applicable Laws until the agreement established by these terms is terminated, ensure that you have the ability to access your Data; and

- (v) immediately notify you if we become aware of any suspected or actual misuse or loss of, interference with or unauthorised access to, modification of or disclosure of your Data or if we are required by Law to disclose any of your Data that you have provided for any reason.
- (b) For the avoidance of doubt, nothing in these terms prevents us from disclosing your Data to any of our Service Providers, or in connection with any merger, sale or reconstruction of all or any part of our business or businesses.

8. Intellectual Property

8.1 General

- (a) Each party retains all right, title and interest in and to its pre-existing Intellectual Property Rights.
- (b) We own all Intellectual Property Rights in the Platform, the Website, Services and Materials and nothing in these terms affects any Intellectual Property Right.
- (c) For the avoidance of doubt nothing in these terms prohibits us from using our Intellectual Property Rights to provide the Services, Platform and Materials to third parties, even if they are the same or substantially the same as those provided to you.
- (d) For the avoidance of doubt, nothing in these terms entitles you to reproduce, without our written authority, any of the Materials that we deliver to you in connection with the provision of Services.

8.2 Improvements

You acknowledge and agree that all Intellectual Property Rights in variations, additions and alterations to the Platform, Website, Services and Materials are owned by us, even where suggested or created by you or by any of your Representatives.

9. Fees, Charges and Payments

9.1 Fees

- (a) In consideration of us providing you with the Services you must pay us the Fees.
- (b) We reserve the right, at our discretion, to require payment in advance for the delivery of any Services.
- (c) We will provide you with a valid tax invoice for any Fees for Services.

9.2 Failure to Pay

If you fail to make payment of all amounts rightfully due and owing to us in accordance with these terms, within the time required, we may:

- (a) immediately suspend your access, and that of your Authorised Users, to the Platform and/or the Website and/or Services;
- (b) charge interest on the overdue amount at the current rate applied by us to overdue accounts from the first day that payment is overdue to the date we receive payment in full of the relevant overdue amount;
- (c) charge you a reasonable administrative fee at a rate we determine including in the case of an overdue invoice relating to the incorporation of a company which is unpaid after 7 days of the company's incorporation date;

- (d) lodge a credit report with a credit reporting agency; and/or
- (e) charge you for all costs and expenses incurred by us in recovering any outstanding Fees or charges, including legal fees (on a solicitor and own client basis) and court costs, which you must pay upon demand.

9.3 Disputed Fee

- (a) If you dispute any part of a tax invoice you must pay the portion not in dispute and provide Notice to us within 7 days of receiving the tax invoice of your reasons for dispute.
- (b) Within a reasonable time of receiving the Notice, we will address your reasons for the dispute, to enable a prompt and amicable resolution. If the dispute cannot be resolved within 7 days of our response, we may refer the dispute to a mediator nominated by us whose decision will be final and binding.

9.4 GST

Unless otherwise expressly stated, all amounts payable for Services provided to you on the Platform or otherwise are inclusive of GST. If GST is imposed on any supply made under or in accordance with these terms and GST has not been accounted for in determining the consideration payable for the supply, then we may recover from you an amount on account of GST.

10. Confidentiality

10.1 Confidential information

Each party must:

- (a) keep confidential all Confidential Information;
- (b) only use Confidential Information for the purpose of providing or receiving (as the case may be) the Services; and
- (c) procure that its Representatives comply with sub-clauses 10.1(a) and 10.1(b)

10.2 Disclosure exceptions

The obligations in clause 10.1 do not apply:

- (a) to the extent necessary to enable a party to make any disclosure required by Law;
- (b) to the extent necessary to enable a party to perform its obligations under these terms;
- (c) in our case, to the extent that we are providing such Confidential Information to our Service Providers to enable us or them to provide Services to you, or as a consequence of our provision of our Services, provided the Service Provider observe the same level of confidentiality in respect of such information as set out in these terms;
- (d) where disclosure is required for any quality assurance or insurance purposes;
- (e) to the extent necessary to take professional (legal or financial) advice;
- (f) to any disclosure agreed in writing between the parties; or
- (g) in respect of any portion of the Confidential Information which has entered the public domain other than as a result of a breach of these terms.

10.3 Other uses

- (a) From time to time we or our related businesses may extend offers (**Offers**) of Services to you, your Representatives, Authorised Users and/or your clients including but not limited to:
 - (i) workcover applications;
 - (ii) banking services;
 - (iii) insurance services;
 - (iv) web services.
- (b) If we make an Offer, we may seek your consent to use Confidential Information and/or Data in connection with an Offer.

11. Termination

11.1 Termination

You may terminate the agreement established by these terms at any time by deleting your DocsCentre Account. If you do, you must cease to instruct us and/or to request that we provide Services.

11.2 Ceasing Services

We may refuse or cease to supply Services to you at any time and for any reason. We may also terminate the agreement established by these terms at any time by deleting your DocsCentre Account. If we do, you must cease to instruct us and/or to request that we provide Services.

11.3 Effect of Termination

Upon termination:

- (a) we may retain all or any of your Data, if it is lawful for us to do so;
- (b) we may destroy copies of all of your Data, if it is lawful for us to do so;
- (c) you may request us in writing to destroy your Data and, if it is reasonable and lawful for us to do so, we will comply with that request;
- (d) you must pay all outstanding Fees, and other charges then unpaid;
- (e) you must destroy any Confidential Information that we have provided to you under the agreement established by these terms and certify such destruction in writing; and
- (f) any accrued rights or liabilities of you or us or any provision of these terms which is expressly or impliedly intended to come into operation or continue in force on or after termination will not be affected.

12. Indemnity

12.1 Your indemnity

You indemnify us and to keep us indemnified against any Loss that may be incurred by us arising from or in connection with (directly or indirectly):

- (a) your use of the Website or the Platform;
- (b) any breach or default by you, your Authorised Users or your Representatives of these terms (including any breach of warranty);
- (c) a negligent act or omission by you, your Authorised Users or your Representatives;
- (d) the uploading by you of any harmful code or files to the Platform and/or the Website;
- (e) your failure to comply with any Law;
- (f) the failure of your Authorised Users or your Representatives to comply with any Law;
- (g) any Claim against us by any of your clients or any person to whom you have provided your services by means of requesting that we provide Services and/or access to the Platform and/or the Website.

12.2 Economic Loss

- (a) To the maximum extent permitted by Law, we will not be liable for any Economic Loss arising out of these terms, the delivery of our Services or the use of the Platform and/or the Website or Services;
- (b) If you have instructed or requested us to provide Services for the benefit or at the instruction of a client or third party, you acknowledge that:
 - (i) the client or third party is not a client of DocsCentre and our contractual relationship is with you;
 - (ii) we exclude to the maximum extent permitted by Law, all liability for any Loss that you may suffer as a result of a Claim brought against you by any client or third party to whom you have provided your services arising from or as a result of your use of the Platform and/or the Website, our Services and/or the Materials; and
 - (iii) we exclude to the maximum extent permitted by Law all Loss that you may suffer or incur as a result of your use of the Platform and/or the Website, our Services and the Materials.

12.3 Limit of liability

- (a) Except as expressly provided by these terms, the Platform is provided on an “as is” basis without any representation, warranty or guarantee as to quality, condition or fitness for purpose and we do not warrant that the Platform and/or the Website will be free of defect, uninterrupted, accurate, complete, current, stable, bug free, error free or available at any time.
- (b) Except in relation to liability for personal injury (including sickness and death) and property damage caused by our negligence, or an infringement of confidentiality or Intellectual Property Rights, our liability in damages in respect of any act or omission of us in connection with our obligations under these terms will not exceed the net payment received by us from you for the provision of the specific Services or Materials giving rise to that damage.
- (c) Our liability for any Loss caused by our negligence will be reduced proportionately to the extent that your acts or omissions have contributed to the Loss or damage.
- (d) We have no responsibility or liability where you have suffered Loss as a result of:

- (i) any Data being lost, destroyed or damaged by you, the Platform and/or the Website, a Service Provider or any provider of cloud-based storage or hosting;
- (ii) a failure in the Platform and/or the Website or in the delivery of our Services caused as a result of any third-party hardware or software issue; and
- (iii) unauthorised access to your account on the Platform and/or the Website by any person using your log in or password details or those of any other person.

12.4 Disclaimer

You agree that we are a platform service and document provider and, unless expressly stated to the contrary in writing, we do not provide any legal, taxation, accounting, superannuation or other related advice. Communications with you constitute general guidance only and do not constitute advice of any kind. Please also refer to our Legal Services Policy. It is your responsibility to ensure that you are complying with all relevant Laws and have sought and obtained appropriate professional advice.

12.5 Exclusion of other Terms

- (a) Subject to clause 12.5(b), any condition, guarantee or warranty which would otherwise be implied in these terms is excluded.
- (b) Liability for breach of a guarantee conferred by the Australian Consumer Law (other than those conferred by the Australian Consumer Law) is limited (at our election) to us providing the Services again or the payment of the cost of having the Services supplied again.

12.6 Survival

The provisions of this clause 12 survive the termination of the agreement established by these terms.

13. Notices

Any notices given under or in connection with the agreement established by these terms:

- (a) must be in legible writing and in English;
- (b) must be:
 - (i) in your case, sent to us at legal@docscentre.com.au or another email address notified by us to you from time to time; or
 - (ii) in our case, if you hold a DocsCentre Account, sent to an Authorised User or Representative by email or notification within the Platform.
- (c) will be deemed to be received by the addressee:
 - (i) in the case of transmission by electronic medium, on the day of transmission if the electronic medium sending the notice states that the transmission was completed before 5:00pm on a Business Day, otherwise on the next Business Day; or
 - (ii) if sent via the Platform at the time it is sent.

14. General

14.1 Uncontrollable event

Neither party is liable for any breach of its obligations under these terms if the breach resulted from any event that is outside the reasonable control of the affected party and could not have been reasonably anticipated, foreseen or prevented by that party taking reasonable steps or overcome by the exercise of reasonable diligence and at a reasonable cost (including lack of supply, industrial action, fire, flood, riot, war, embargo, civil commotion, pandemic, epidemic) provided that the affected party:

- (a) promptly notifies the other party of the event (with appropriate details); and
- (b) takes all reasonable steps to reduce the effects of the event.

For the avoidance of doubt, nothing in this clause affects your obligation to make a payment to us of any Fees rightfully due and owing for the Services that we have already provided to you.

14.2 Assignment

- (a) We may, without Notice to you, assign, novate or otherwise transfer the benefit of all or any part of the agreement represented by these terms to any other person or entity.
- (b) No rights, benefits or liabilities relating to the agreement represented by these terms may be assigned by you without our prior written consent.

14.3 General matters

- (a) Unless these terms state otherwise, a party may in its absolute discretion, give conditionally or unconditionally or withhold, any consent under these terms.
- (b) These terms contain the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by these terms and has no further effect.
- (c) Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these terms.
- (d) These terms are governed by the law in force in the Jurisdiction and each party submits to the non-exclusive jurisdiction of the courts of the Jurisdiction, in relation to any proceedings that may be brought at any time relating to these terms. Each party irrevocably waives any objection to proceedings being commenced in the Jurisdiction.
- (e) No right or obligation of any party will merge on completion of any transaction contemplated by these terms. Any indemnity given in these terms or by Law survives the expiry or termination of the agreement represented by these terms and a party may enforce a right of indemnity at any time, including before it has suffered loss.
- (f) Each party represents and warrants to each other party that it has the power to enter into and perform its obligations under these terms and these terms create valid and binding obligations enforceable in accordance with their terms.
- (g) Any provision of these terms that is illegal, void or unenforceable will be severed without affecting the other provisions of these terms which remain in force.
- (h) If a party enters into these terms as a trustee of a trust, it warrants that it enters into this document as sole trustee of the trust and it has full power under the relevant trust deed to enter into and perform these terms.

- (i) The non-exercise of or delay in exercising a right of a party will not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by written Notice by the party to be bound by the waiver.

15. Definitions and Interpretation

15.1 Definitions

In these terms unless the context clearly indicates otherwise:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Authorised User means any of your officers, employees, servants or contractors whom you have authorised or to whom you have provided access to use the Platform and/or the Website and/or to access Services using your DocsCentre Account.

ASIC means the Australian Securities and Investment Commission.

ATO means the Australian Taxation Office.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Melbourne, Victoria.

Claim includes a demand, claim, action, dispute or proceeding made or brought by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

Confidential Information means information that is by its nature confidential and/or is designated by a party as confidential or a party knows or ought to know is confidential, other than information which is or becomes public knowledge (otherwise than by breach of these terms or any other confidentiality obligation).

Corporations Act means the Corporations Act 2001 (Cth).

Copyright Act means the *Copyright Act 1968* (Cth).

Data means data and information that you have provided to us, whether through the Platform or otherwise, for the purposes of us providing the Services.

DocsCentre Account an account with a specific member number established on the Platform and/or the Website and allocated to a specific client of Ours.

Economic Loss means indirect economic loss, loss of income or profit, loss or damages resulting from wasted time, damage to goodwill or business reputation, loss of contract, loss of data, liability under other agreements or to third parties, loss of opportunity or any other special, indirect, remote or punitive loss or damage.

Fees means all fees payable to us for the provision of Services and includes any expense that we incur on your behalf.

GST means a goods and services tax levied or imposed under the GST Law.

GST Law has the meaning given to it in the *A New Tax System (Goods and Development Services Tax) Act 1999* (Cth).

Host means the cloud server host that we have engage to store any Data.

Integration Partners includes our integration partners including, where relevant, BGL, Class, Australia Post, Xero, MYOB and any others providing access to systems or other media for the benefit of users of the Platform, the Website or Services.

Intellectual Property Rights means all intellectual property rights, including the following:

- (a) copyright, patents, rights in circuit layouts, trademarks, designs, trade secrets, know how, and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a);
- (c) moral rights as defined in the Copyright Act; and
- (d) all rights or a similar nature to any of the rights in paragraphs (a) and (b) which may subsist,

whether or not such rights are registered or capable of being registered.

Jurisdiction means the state of Victoria.

Law includes any common law, case law or any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Loss includes any damage, loss, cost, liability or expense of any kind and however arising (including as a result of any Claim) including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable.

Materials means any document, agreement, resolution, minute, deed or otherwise that we provide to you, software (including source code and object code versions), instructions, drawings, reports and any other material created, developed, modified or adapted by us and provided to you in connection with the delivery of Services.

Notice means a notice given under or in connection with these terms.

Platform means our cloud-based software application accessible through the Website and through which we provide Services and includes template software add-ins and integrations available or integrated as a part of the Platform and/or the Website from time to time.

Policy means our:

- (a) Legal Services Policy;
- (b) Privacy Policy;
- (c) Email Policy.

and includes all Updates.

Representative of a person means an officer, employee, contractor, professional adviser or agent of that person.

Services mean services from time to time offered by us including services provided by Integration Partners and other services (including services which extend, alter, improve or add functionality to the Platform and/or the Website).

Service Provider includes any person providing services to us in order for us to provide Services, provide the Platform and/or the Website and includes our Integration Partners.

System means all computer firmware, middleware, protocols and other computer programs and all computer hardware, peripheral equipment, networks, communications systems and other equipment of whatever nature, used in your receipt of the Services and access to the Platform.

Update means any update or change, alteration or variation of our:

- (a) Legal Services Policy;
- (b) Privacy Policy;
- (c) Email Policy.

We, us and our (whether capitalised or not) means DocsCentre Pty Ltd ACN 096 781 976 and its associated companies, employees, contractors, agents, officers, and advisers and includes brands known as NTAA Corporate, PantherCorp, Constitute and Castle Corporate owned and conducted by DocsCentre Pty Ltd ACN 096 781 976.

Website means our website and/or any website generally available to our brands including NTAA Corporate, PantherCorp, Constitute and Castle Corporate.

You (whether capitalised or not) means:

- (a) where you are a professional adviser firm or entity, each of the firm or entity and each of its Representatives;
- (b) in any other case, the person requesting the provision of Services and each of the person's Representatives,

and **Your** has a corresponding meaning.

15.2 Interpretation

In interpreting these terms, unless the context provides otherwise:

- (a) a reference to a **clause** is a reference to a clause in these terms
- (b) **headings** do not form part of these terms or affect their interpretation;
- (c) a reference to a **person** includes the person's executors, personal representatives, administrators, successors and assigns;
- (d) a reference to a **document** (including a reference to these terms) includes any amendments, supplements, replacements, assignments or novations;
- (e) a reference to one **gender** includes the other gender;
- (f) a word that is derived from a **defined word** has a corresponding meaning;
- (g) the **singular** includes the plural and vice versa;
- (h) a reference to **legislation** or a legislative provision includes any statutory modification or substitution of that legislation or provision and any subordinate legislation issued under that legislation or provision;
- (i) a day, month or year means a calendar day, month or year;
- (j) a reference to a **person** includes a natural person, partnership, body corporate, association, joint venture, and governmental or local authority or agency or other entity;
- (k) **including** and similar expressions are not words of limitation;

- (l) **conduct** includes an omission, statement or undertaking, whether or not in writing;
- (m) if a day on or by which an obligation must be performed or an event must occur is not a **Business Day**, the obligation must be performed or the event must occur on or by the next Business Day

15.3 Parties

- (a) If a person comprises 2 or more persons, a reference to that party includes each and any 2 or more of them, and these terms binds each of them separately and any 2 or more of them jointly.
- (b) A person that is a trustee is bound both personally and in its capacity as a trustee.
- (c) Nothing in these terms will be construed as creating a partnership, joint venture or any other relationship between the parties or provide any exclusivity in the relationship in connection with the provision of Services.