

Welcome to www.dynamicconnect.com

The terms and conditions set out the terms and conditions that govern all use of our Platform, Apps, and Services (collectively defined below) and all content, services or products available on or through the Platform (collectively, the “Dynamic Connect Services”).

PrintSolv Australia Pty Ltd - Terms of Service (“Terms”)

1. Application of Terms

- 1.1 These Terms govern Dynamic Software Solutions supply of Products and Services to you, including supplies on a cash basis.
- 1.2 If the Client wishes to negotiate these Terms with Dynamic Software Solutions then it should respond to this document, marking up these Terms and drawing those changes to Dynamic Software Solutions’ attention and obtain its agreement in writing.
- 1.3 It is not Dynamic Software Solutions’ practice to otherwise review terms and conditions on documents that Client’s issue.
- 1.4 Unless Dynamic Software Solutions’ otherwise agrees in writing, Dynamic Software Solutions does not accept, and will not be bound by, any terms or conditions included in, attached to, or referenced in, any other document you give to Dynamic Software Solutions like a purchase order.

2. Definitions

- 2.1 **Account** means a digital account and profile created for on behalf of a Client for the purposes of accessing, procuring, or otherwise using the Products and Services subject to payment of a fee.
- 2.2 **Anti- Corruption Laws** means any applicable foreign or domestic anti-bribery and anti-corruption laws and regulations, as amended from time to time, including the *Australian Criminal Code Act (1995)* and relevant Australian State legislation.
- 2.3 **Approval** means any authorisation, assessment, accreditation, determination, registration, clearance, permit, licence, consent, certificate, or other approval obtained or required or applying in

connection with any contract of which these Terms form part.

- 2.4 **Australian Consumer Law** means Schedule 2 to the Competition and Consumer Act 2010 (Cth), as amended.
- 2.5 **Authorisation** means the set of rights and privileges on the Platform assigned to a Designated User by the Client.
- 2.6 **Beta Service** means a Feature or functionality of Dynamic Connect Services that is in development or has not yet been released as a final product which Dynamic Software Solutions has made available to Client for testing and evaluation.
- 2.7 **Billing Code** means Account codes, activity codes, department codes, matter numbers, client code, building codes, and other billing codes as imported from a practice management, accounting system, or other business application.

Note

This information often includes client code, client name, activity code, and activity description information which are dynamically maintained by Dynamic Connect.

- 2.8 **Billing Code Description** means the text descriptions supplied with a Billing Code.
- 2.9 **Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, or award howsoever arising, whether present, unascertained, immediate, future, or contingent, whether based in contract, tort, pursuant to statute or otherwise and whether involving a third party or a party to any contract of which these Terms form part.
- 2.10 **Client** means the person or entity who has placed an order with Dynamic Software Solutions for the payable supply of Products or Services (or the person on whose behalf an order is placed).

- 2.11 Client Data** means Files, Total Transactions, and any other digital data and information, which is subjected to the Dynamic Connect Services or otherwise inserted manually or automatically to the system by the Client (including Transactions, scans, files, documents, matters, clients, and associated billing data).
- 2.12 Client Materials** means all information and documentation provided to Dynamic Software Solutions by the Client (or on its behalf) in the course of, and for purpose of supplying the Products or Services.
- 2.13 Content means** all data and information available through Dynamic Connect Services or contained within the structure of the System, including but not limited to, transactions, documents, print data, pictures, images, audio visual works, other informational materials, and any comments.
- 2.14 Consequential Loss** means and includes any:
- (a) consequential loss;
 - (b) loss of anticipated or actual profits or revenue;
 - (c) loss of production or use;
 - (d) financial or holding costs;
 - (e) loss or failure to realise any anticipated savings;
 - (f) loss or denial of business or commercial opportunity;
 - (g) loss of or damage to goodwill, business reputation, future reputation, or publicity;
 - (h) loss or corruption of data;
 - (i) downtime costs or wasted overheads; or
 - (j) special, punitive, or exemplary damages.

- 2.15 Consumer Contract** has the meaning given to this term in section 23(3) of the Australian Consumer Law.
- 2.16 Dynamic Connect Materials** means the visual interfaces, graphics, design, systems, methods, information, computer code, software, services, the 'look and feel', organisation, compilation of the content, code, data, and all other elements of the Dynamic Connect Services.
- 2.17 Dynamic Connect Services** means the Web Site, System, Content, Platform, content, Account usage, and all other services or products accessible or available on or through the Platform.
- 2.18 Dynamic Software Solutions** means PrintSolv Australia Pty Ltd (ACN 158 802 012).
- 2.19 Designated User** means any person granted with Authorisation to use an Account by or on behalf of a Client.
- 2.20 Feature** means a function or set of functions providing a particular capability within Dynamic Connect Services, as reasonably determined by the Dynamic Software Solutions.
- 2.21 Fee** means the price payable for the Products or Services.

Note

Fees may be calculated based on Account usage, selected Modules (or Module usage), or pro rata usage of the Products and Services.

- 2.22 Files** means all document types that are inserted to the System by the Client.

Note

For example, Files include but are not limited to images, spreadsheets, text files.

- 2.23 Free Trial** means a user's temporary access to Products or Services (including Dynamic Connect Services) offered for the purpose of trialling the Products or Services, without fee or penalty.
- 2.24 Free Trial Account** means a digital account and profile created for on behalf of a Free Trial Client for the purposes of accessing, procuring, or otherwise using Products and Services offered as part of the Free Trial, subject to these Terms.

- 2.25 Free Trial Client** means a digital account and profile created for on behalf of a Free Trial Client for the purposes of accessing, procuring, or otherwise using Products and Services offered as part of the Free Trial, subject to these Terms.
- 2.26 Guidelines** means all applicable guidelines in these Terms and all other guidelines or rules applicable to specific Features, applications, Products, or Services.
- 2.27 Intellectual Property** means all industrial and intellectual property rights throughout the world, whether present or future, and whether protectable by statute, at common law or in equity, including rights in relation to copyright, trade secrets, know how, trade marks (whether registered or unregistered or whether in word or logo/device form), designs, patents and patentable inventions, including the right to apply for registration of any such rights.
- 2.28 Modules** means the additional or supplementary subproducts and services that may added to, or varied from the Products or Services.
- 2.29 Order** means a written or oral order placed by the Reseller or Designated User requesting that Dynamic Software Solutions provide the Products or Services (including orders placed for trial Products or Services).
- 2.30 Personnel** means officers, employees, and agents engaged by each party (but does not include the other party) and, in the case of Dynamic Software Solutions, includes its subcontractors (and any employee of those subcontractors).
- 2.31 Platform** means the Dynamic Connect Services including: web services, server apps, MSSQL databases, desktop apps, and any other modes that the Client and Designated Users may use to interact with Dynamic Connect Services. The Platform is designed as a document routing and transaction management tool but, to the extent not regulated by these Terms, the Client decides how they use the Platform.
- 2.32 Privacy Laws** means the *Privacy Act 1988* (Cth), as amended.
- 2.33 Products** means all goods supplied by Dynamic Software Solutions (including but not limited to software, coded products, or the Dynamic Connect Materials), supplied under these Terms (or any contract of which these Terms form part) or as described on Dynamic Software Solutions' quotation, invoice, or any other form issued by it.
- 2.34 Reseller** means a Client that:
- (a) purchases Dynamic Connect Services or Products from the Dynamic Software Solutions for the purpose of resale or resupply;
 - (b) invoices or charges Designated Users directly; or
 - (c) supplies the Dynamic Connect Services to Designated Users.
- 2.35 Sensitive Information** has the meaning given to this term under the *Privacy Act 1988* (Cth), as amended.
- 2.36 Services** means the services to be provided by Dynamic Software Solutions (including but not limited to the Dynamic Connect Services) under these Terms (or any contract of which these Terms form part) or as described on Dynamic Software Solutions' quotation, invoice, or any other form issued by it.
- 2.37 Support** means the support offered by Dynamic Software Solutions' and forming part of the Services.
- 2.38 Total Transactions** means the meta data related to activities captured by the Services
- 2.39 Transaction** means the integrated cloud computing solution for providing the Services (including the Dynamic Connect Services) and includes:
- (a) applications;
 - (b) software;
 - (c) hardware;
 - (d) data bases;
 - (e) interfaces;

- (f) associated media;
- (g) documentation;
- (h) Updates;
- (i) new releases; and
- (j) other components or materials.

2.40 Web Site the compilation of all web documents (including but not limited to, images, php. and html. files) made available via www.dynamicconnect.com , www.dynamicconnect.com.au, sub domains (or domains with identical names under other top domains) owned by Dynamic Software Solutions.

2.41 Working Documents means all (whether or not in material form): drafts, software, coding, plans, designs, specifications, and schedules created by Dynamic Software Solutions in the course of or in relation to any contract in which Intellectual Property Rights may subsist and all drafts, variations, alterations, and adaptations of such plans, designs, specifications, and schedules (whether currently existing or created in the future).

3. Interpretation

In these Terms, unless the context otherwise requires:

- 3.1** A time is a reference to the time zone of Sydney, Australia unless otherwise specified.
- 3.2** \$, dollar, or AUD is a reference to the lawful currency of Australia.
- 3.3** A party includes a reference to that person's executors, administrators, successors, substitutes (including a person who becomes a party by novation), assigns, and in the case of a trustee, includes any substituted or additional trustee.
- 3.4** A right includes a benefit, remedy, authority, discretion, or power.
- 3.5** The singular includes the plural and vice versa, and a gender includes other genders.

3.6 "In writing" or "written" means any expression of information in words, numbers, or other symbols, which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

3.7 If a word or phrase is given a defined meaning, its other grammatical forms have a corresponding meaning.

3.8 Words such as "includes", "including", and "for example" are not words of limitation and are to be construed as though followed by the words "without limitation".

3.9 A term of an agreement in favour of two or more persons is for the benefit of them jointly and each of them separately.

4. Formation of contract

4.1 Dynamic Software Solutions is not obliged to supply any Products or provide Services until after a contract is formed.

4.2 A contract is formed, and the Client has accepted these Terms, when:

- (a) the Client places an Order with Dynamic Software Solutions; and
- (a) Dynamic Software Solutions has received any deposit it requires in respect of the Order before progressing it,

and Dynamic Software Solutions has either:
 - (b) accepted the Client's Order in writing; or
 - (c) supplied the Client with:
 - (d) its Account details and credentials; or
 - (b) access to the Dynamic Connect Services; or
 - (c) any Products or performed any Services following receipt of the Client's Order.

4.3 If the client revokes an Order:

- (a) prior to the formation of a contract then:

- (i) Dynamic Software Solutions will refund the Client any deposit it has paid in respect of that Order; and
 - (ii) the Client will not be required to pay any fee for the cancellation of the Order; or alternatively
- (b) after the formation of a contract then, unless Dynamic Software Solutions are in breach of the contract:
- (i) the Client must pay all Dynamic Software Solutions' reasonable costs associated with fulfilment of the Client's Order; and
 - (ii) Dynamic Software Solutions may apply any deposit the Client has paid towards those costs.

5. Quotations

5.1 Each quotation that Dynamic Software Solutions issue:

- (a) is an estimate only;
- (b) is not an offer or obligation to supply any Products or to perform any Services;
- (c) is exclusive of GST;
- (d) remains valid for acceptance for a period of thirty (30) days from the date of quotation, unless withdrawn or varied by Dynamic Software Solutions at any time before a contract is formed; and
- (e) contains a price on the basis that all Services are performed, and all Goods delivered, during Dynamic Software Solutions' usual business hours,

unless the quotation states otherwise.

5.2 Quotations provided orally are subject to written confirmation.

5.3 A quotation may include additional terms or conditions, which will supplement these Terms.

5.4 Should the Client wish to have Services performed outside Dynamic Software Solutions' usual business hours please let Dynamic Software Solutions know as additional charges may apply.

6. Dynamic Connect Services Licence

6.1 Client Licence

Dynamic Software Solutions grants the Client and its Designated Users a non-exclusive, non-transferable, revocable, and limited licence to install, access, and use the Dynamic Connect Services subject to these Terms.

6.2 Reseller Licence

If Dynamic Software Solutions has approved the Client as a Reseller, Dynamic Software Solutions:

- (a) appoints the Reseller as a non-exclusive managed service provider of the Power PDF Service; and
- (b) grants the Client a non-exclusive, non-transferable, revocable and limited licence to sell, use, or sublicense the Dynamic Connect Services.

7. Services

7.1 Technical Support

(a) Dynamic Software Solutions offers first-line technical support for the Products and Services to Clients and Resellers only. For the avoidance of doubt, clients of the Reseller must seek first-line technical support from the Reseller only.

(b) Dynamic Software Solutions shall provide technical support to the Client and its Designated Users at the reasonable request of the Client.

7.2 Beta Services

(a) Dynamic Software Solutions may from time to time offer certain

Features for the purpose of testing, evaluation, or functionality (the ‘Beta Service’). Dynamic Software Solutions reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services.

- (b) Beta Services are offered on a complimentary or free basis. The Client acknowledges and agrees that Beta Services may not be finalised or ready for sale as a fully functioning Service or Product and as such, acceptance or trial by the Client of the Beta Services is offered at the Client’s risk.

7.3 Unauthorised use of Products or Services

- (a) If Dynamic Software Solutions reasonably suspects the Client’s usage of the Products or Services to be not in accordance with the Order or scope of agreed Products or Services (including where bandwidth usage of the Products or Services is unreasonably excessive), Dynamic Software Solutions may suspend the Client’s Account (or part thereof) on written notice to the Client pending resolution.

7.4 The Client acknowledges and agrees that:

- (a) unless the contract expressly states otherwise:
- (b) time in respect of completion of the Services is not of the essence; and
- (c) while Dynamic Software Solutions will take reasonable endeavours to complete the Services by the estimated date for completion, any timeframe or date for completion is an estimate only and is not a contractual commitment.

8. Duration of Services

8.1 Dynamic Software Solutions will:

- (a) process data on behalf of the Client; and
- (b) retain the Client’s Client Data for a period of six (6) months,

until expiry or termination of the relevant contract of which these Terms form part.

- 8.2** Client Data that is uploaded to the Platform as part of a Free Trial Account will be deleted thirty (30) days from the date of expiry or termination of the Free Trial

9. Accounts

9.1 Setting up an Account

The Products and Services (or any part thereof, including elements of the Dynamic Connect Services) may only be accessed holders of an Account.

- 9.2** The person who wishes to create an Account must:

- (a) complete the Dynamic Software Solutions’ Web Site sign-up requirements; or
- (b) (where the Products or Services are purchased from a Reseller) the Reseller’s sign-up requirements.

9.3 Account users

Unless otherwise agreed in writing, a Client that is a party to a contract of which these Terms form part:

- (a) is limited to one (1) Account; and
- (b) subject to clause 15, may designate selected Designated Users with access to the Account for the sole purposes of procuring or using the Products or Services.

- 9.4** Where Dynamic Software Solutions has permitted the Client to designate Designated Users to its Account, the Client acknowledges and agrees:

- (a) that the Client is responsible and liable for all usage of the Account by Designated Users; and
- (b) Dynamic Software Solutions is not responsible for verifying the validity or Authorisation of all Designated Users.

9.5 Notwithstanding clause 9.4, Dynamic Software Solutions may in its reasonable discretion:

- (a) request additional information or proof of the Designated User's identification, authorisations, or credentials; or
- (b) (where Dynamic Software Solutions reasonably suspects that an Designated User is in breach of these Terms or its designated Authorisations) suspend the relevant Designated User's access to the Account and any relevant Authorisations.

9.6 Where reasonably requested, the Client must provide Dynamic Software Solutions with true, accurate, and complete information regarding the Client or its Designated Users for the purposes of record keeping and Account maintenance.

9.7 Logging into an Account

Dynamic Software Solutions shall provide the Client with a username and password (the '**Login Credentials**') unless the Client uses a single sign-on Feature, or another service to log into Accounts.

9.8 Unauthorised use of Account

- (a) The Client is solely responsible for ensuring there is no unauthorised use of its Account. The Client must keep details of its Account confidential, including its account number and Login Credentials.
- (b) The Client must not allow the Login Credentials to be used by any other person or entity. If the Client has Designated Users to its Account,

each Designated User will be provided separate Login Credentials.

- (c) If the Client becomes aware that its Account is, or may be, the subject of unauthorised use, the Client must:
 - (i) notify Dynamic Software Solutions in writing as soon as possible via email to SUPPORT@DSSOLUTIONS.NET.AU and
 - (ii) provide Dynamic Software Solutions with any information the Client has regarding the misuse or potential unauthorised use of its Account.

9.9 The Client will be liable for all use and charges that it has not authorised to its Account unless:

- (a) Dynamic Software Solutions had actual knowledge that they were unauthorised; or
- (b) the Client has notified Dynamic Software Solutions in accordance with clause 9.8(b).

9.10 Notwithstanding any other clause to the contrary, the Client must promptly notify Dynamic Software Solutions in writing of:

- (a) any disclosure, loss, or unauthorized use of the Client's Login Credentials;
- (b) any Designated User that ceases to be a Designated User of the Client's Account; or
- (c) any termination of an Designated User's designation.

9.11 Unauthorised use of Account

9.12 Dynamic Software Solutions may at any time, take reasonable measures (including seizing, controlling, blocking a Client's use of, or freezing Accounts) to prevent or stop serious loss, harm, or damage occurring through a Client or its Designated Users unauthorised or misuse of an Account, or the Products or Services.

9.13 Free Trials

- (a) A Free Trial Client may purchase Products or Services at any stage of the Free Trial.
- (b) Dynamic Software Solutions will retain or store the relevant Client Data for up to two (2) weeks following the expiry or termination of a Free Trial.
- (c) Where a Free Trial Client purchases Products or Services:
 - (i) during a Free Trial; or
 - (ii) within the two (2) weeks of the expiration or termination of a Free Trial,

Dynamic Software Solutions will use the Free Trial Account and any associated Client Data to create an Account. The Free Trial Client will convert to a Client, subject to these Terms, and the Free Trial will automatically expire or terminate.

- (d) Where a Free Trial Client fails to purchase Products or Services in accordance with clause 9.13, Dynamic Software Solutions may delete, redact, or pseudonymise the relevant Free Trial Account and all associated Client Data.

10. Client Data

10.1 Uploading Client Data to Platform

- (a) Client Data that is uploaded, posted, transmitted, or otherwise made available to the Platform by the Client or its Designated Users is the sole responsibility of the Client.
- (b) The Client and its Designated Users duly authorise Dynamic Software Solutions to process Client Data that is uploaded to the Platform pursuant to these Terms.

10.2 Prohibited use of Client Data

- (a) The Client must not allow Client Data to be uploaded that:

- (i) is harmful (including by way of example, viruses, worms, malware, or other destructive codes), offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or otherwise unlawful; or
- (ii) exceeds the Client's Authorisation; or
- (iii) is otherwise prohibited by these Terms.

10.3 For the avoidance of doubt and to the extent permitted by law, Dynamic Software Solutions is not responsible or liable for the content, accuracy, truthfulness, or reliability of information contained in any Client Data that is uploaded, posted, transmitted, or otherwise made available by the Client or its Designated Users through the Dynamic Connect Services.

10.4 Permitted use of Client Data

- (a) The Client acknowledges and agrees that Dynamic Software Solutions may use Client Data in an aggregated or anonymized format for the purposes of:
 - (i) research, educational, and other related purposes;
 - (ii) optimizing, improving, or otherwise enhancing the Products or Services;
 - (iii) analysing aggregate system activity data associated with use of the Dynamic Connect Services by the Client and Designated Users;
 - (iv) creating new Features, Modules, and functionality in connection with the Dynamic Connect Services; or
 - (v) as otherwise provided for in these Terms.

- (b) Dynamic Software Solutions may only use the Client Data for a purpose or purposes other than those set out in

clause 10.4(a), with the Client's written consent.

10.5 Loss of Client Data due to variations

The Client acknowledges and agrees that, given the nature of the Products or Services, agreed variations to the price or Products or Services (including Modules) the subject of an Order or contract, may cause a loss of Features, functionality, capacity of Account, or deletion or loss of Client Data.

11. Payment

11.1 This clause 11 applies where the Client and its Designated Users have purchased Products or Services directly from Dynamic Software Solutions and not through a Reseller.

11.2 The applicable Fee is charged: monthly in advance, on annual payment intervals, or as otherwise agreed in writing between parties.

11.3 All Fees are exclusive of all taxes, levies or duties applicable under any applicable law, or as otherwise provided by these Terms. The Client is liable and responsible to pay such taxes, levies, or duties.

11.4 Invoicing

Dynamic Software Solutions' will invoice the Client monthly in advance.

11.5 Payment terms

- (a) All payments are due within fourteen (14) days from the end of the month when the Client was invoiced or charged.
- (b) Payment may be made by cash, electronic funds transfer, Visa, or Mastercard credit cards. Dynamic Software Solutions' reserve the right to change the payment methods that it accepts at any time.
- (c) Dynamic Software Solutions' may charge the Client a payment surcharge for applicable payment

transactions equal to its reasonable cost of acceptance.

- (d) The Client agrees to pay GST on all taxable supplies upon Dynamic Software Solutions issuing the Client a tax invoice relating to the taxable supply.

12. Direct debit arrangement

12.1 The Client acknowledges and agrees that:

- (a) as a condition of supplying the Products or Services, Dynamic Software Solutions may require the Client to execute a direct debit authority; and
- (b) Dynamic Software Solutions may from time to time debit the bank account or credit card nominated in any direct debit authority that the Client has executed with all amounts owed on or after the due date for payment of Dynamic Software Solutions' invoice or statement (or if the due date does not fall on a business day, then on the following business day).

12.2 If the Client's nominated bank account has more than one authorised signatory, then all authorised signatories must sign the direct debit authority.

12.3 If funds are not immediately available for payment in accordance with clause 12.1, Dynamic Software Solutions reserve the right to charge the Client an unpaid direct debit fee (in addition to any other amounts the Client may owe).

12.4 The Client may:

- (a) terminate the direct debit arrangement at any time by giving Dynamic Software Solutions sixty (60) days' prior notice in writing;
- (b) stop payment of a particular debit by giving Dynamic Software Solutions sixty (60) days' prior notice in writing; and

- (c) request that changes be made to the frequency of debits by contacting Dynamic Software Solutions and advising it of the requested change no less than ten (10) business days prior to the due date for payment detailed on Dynamic Software Solutions' statement.

12.5 If the Client considers a debit has been made in error, the Client must notify Dynamic Software Solutions in writing as soon as practicable after the Client becomes aware there has been a suspected error.

12.6 Counterclaim and set off

The Client agrees to pay sums due to Dynamic Software Solutions free of any set off or counterclaim and without deduction or withholding.

12.7 GST

Unless otherwise expressly stated, all amounts stated in invoices or documents to be payable in under the Agreement are exclusive of GST.

13. Confidentiality

13.1 The parties agree to:

- (a) keep confidential, and not use or disclose, other than for their internal business purposes, any Confidential Information provided to or obtained by the parties before or after entry into this Agreement; and
- (b) use the same degree of care and discretion to avoid disclosure, publication, or dissemination of the other party's Confidential Information as it ought to use its own Confidential Information.

13.2 The obligations of confidence imposed on the parties by clause 13.1 does not apply to Confidential Information that is required to be disclosed by any applicable law or under compulsion of a court, government authority, or the rules of any securities exchange (as long as the parties disclose the minimum amount required to satisfy the

law or rules, provide the other party with prior notice in writing, and take reasonable steps to maintain the confidence of such Confidential Information) or that is in the public domain otherwise than as a result of a breach of this Agreement or other obligation of confidence.

13.3 Notwithstanding any clause to the contrary, the parties acknowledge and agree that Client Data is the Client's Confidential Information.

13.4 Without limiting Client's obligations under clause 14.2, the Client must:

- (i) not use or disclose Confidential Information other than for the purpose of performing its obligations, unless required or authorised by law;
 - (ii) upon request, promptly return any Confidential Information to Dynamic Software Solutions upon termination or performance,
- (b) and immediately notify Dynamic Software Solutions:
- (i) upon becoming aware of any breach of clauses 13.4(i) or 13.4(ii); and
 - (ii) of any data breach affecting, or unauthorised access to or loss of, Confidential Information held by the Client, or their respective Personnels.
- (c) Clauses 13.4(i) or 13.4(ii) survive the termination or performance of any contract of which these Terms form part.

13.5 Clauses 13.1, 13.2, and 13.4 survive the termination, performance, or expiry of this Agreement.

13.6 Billing code descriptions and file names

The Client must take reasonable steps to ensure Confidential Information, Personal

Information, and Sensitive Information is not entered into any billing code descriptions or file names that are processed by the Platform.

Note

The Platform can expose reports with billing code descriptions and file names to any internal users whom may transfer those reports via email services.

14. Compliance with laws

14.1 The parties acknowledge and agree to comply with:

- (a) all applicable laws, statutes, regulations from time to time in force; and
- (b) (where applicable) Dynamic Software Solutions' any guidelines, policies, or codes of practice or conduct.

14.2 The Client must comply with all:

- (a) workplace health and safety laws;
- (b) Privacy Laws, and any reasonable direction of Dynamic Software Solutions, in handling any Confidential Information or Personal Information of any party disclosed to, or accessible by the Client (whether or not the Client is a person or entity bound by Privacy Laws); and
- (c) Anti-Corruption Laws or directions given by any government entity or authority or agency in relation to an investigation or reporting request made under Anti-Corruption Laws,

in connection with any contract of which these Terms form part.

15. Price

15.1 Unless otherwise agreed in writing, the price payable for the Products or Services will be the price by Dynamic Software Solutions' prevailing price list or rates at the date of the Agreement.

- (a) the price agreed in writing; or alternatively
- (b) the price by Dynamic Software Solutions' prevailing price list or rates as when the Client places an Order.

15.2 Subject to clause 15.3, Dynamic Software Solutions reserves the right to vary the price or rates specified after it accepts an Order if:

- (a) there is any movement in the cost of supplying the Products or Services specified in the Order (including, without limitation, any actual increase in the costs to manufacturing, procuring, or transporting the Products, foreign exchange fluctuation, currency regulation of duties, or significant increases in the cost of labour, materials);
- (b) additional Products or Services are required due to the discovery of hidden or unforeseen problems (including, without limitation, issues, faults or problems identified upon further inspection) which have been discovered following the commencement of the Services;
- (c) the Products or Services specified in the Order are varied (including where Modules are removed or added, or the Products or Services are updated or downgraded);
- (d) the Client requests:
 - (i) the Products or Services be rendered outside our usual business hours;
 - (ii) different Products or Services to be supplied to the Order; or
 - (iii) that Dynamic Software Solutions delay provision of the Products or Services for sixty (60) days or more; or

- (e) otherwise as provided for in these Terms.

15.3 Where Dynamic Software Solutions' varies the price or rates payable for the Products or Services pursuant to clause 15.2, Dynamic Software Solutions' will notify Reseller and Designated User of the new price or rates. Thereafter the Client may reject the new price or rates within twenty-one (21) days and terminate the relevant contract without further cost, or any penalty to the Client, otherwise the Client agree that the new price or rates will apply to the contract. For clarity, any termination of the contract for supply under this clause will be without prejudice to any Products or Services supplied prior to termination.

16. Client's obligations

16.1 Positive obligations

The Client warrants and undertakes:

- (a) to ensure Designated Users and its Personnel are competently supervised when using the Products or Services;
- (b) to obtain and maintain, at the Client's expense, all relevant Approvals;
- (c) to comply with Dynamic Software Solutions' reasonable directions in respect of all matters relating to the Products or Services (or any part of the Products or Services);
- (d) to ensure all Designated Users:
 - (i) are provided with a copy of these Terms;
 - (ii) are given a reasonable time to peruse the Terms; and
 - (iii) have read and understood their rights and obligations in relation to their use of the Products or Services.

prior to any Designated User using or accessing an Account;

- (e) complete daily report checks to ensure Transactions reconcile with the relevant billing system and immediately or as soon as practicable, notify of Dynamic Software Solutions of any discrepancies;

- (f) to provide timely access to the Client's premises and data, as may reasonably be requested by Dynamic Software Solutions and as agreed with the Client;

- (g) to use or cause to be used, or otherwise dispose or deal with the Products or Services for any purpose other than the Client's legitimate and proper business purposes;

- (h) maintain, at all times during the Term, full and proper books of account and records necessary to properly recording:

- (i) the total Designated Users of the Products and Services; and
- (ii) the use, consumption, or sale of any of the Products or Services.

- (i) ensure that all Client Materials:

- (i) are accurate and correct; and
- (ii) will not infringe the Intellectual Property Rights of any third-party; and

- (j) grant Dynamic Software Solutions a non-exclusive, non-transferrable, royalty free, perpetual, worldwide license to use all Client Material for the purposes of supplying the Products or Services.

16.2 Negative obligations

The Client and Designated Users must not, without Dynamic Software Solutions' written consent:

- (a) sell, resell, lease, license, sublicense, distribute, provide, disclose, divulge,

exploit, or otherwise grant access or make the Dynamic Connect Services available in whole or in part to any third persons (excepting where relevant, a Client's Designated Users);

- (b) allow any person who is not a Designated User to use or access the Client's Account;
- (c) insert personally identifiable information into billing description codes and file names;
- (d) unduly impede or obstruct any audits or auditing processes commenced by Dynamic Software Solutions or a government authority;
- (e) allow the Products or Services (or any part or element thereof) to be used for a purpose other than a purpose for which the Products or Services were created;
- (f) use the Dynamic Connect Services (or any part or element thereof) to be used in tandem with programs that send automatic enquiries or requests, unless such program has been made available by Dynamic Software Solutions;
- (g) offer any inducement (other than standard discounts and incentives approved by Dynamic Software Solutions) to prospective customers or third parties regarding the sale, use, or sub-licencing of the Products or Services;
- (h) misrepresent the owner or licensor of the Products or Services; and
- (i) assign, charge, lease, encumber, assert a lien over or any right or claim to any interest in the Products or Services, or register a security interest over the Products or Services.

17. Parties' obligations

In performing their respective obligations under these Terms, all parties to a contract of which these Terms form part, undertake to:

- (a) act prudently and diligently in complying with any notice or request made under these Terms;
- (b) act in good faith and for a proper purpose;
- (c) take all steps, execute all documents, and do everything reasonably required by any other party to give effect to the Transactions contemplated by these Terms;
- (d) ensure their respective Personnel engage cooperatively and respectfully with the Personnel of another party;
- (e) adhere to Dynamic Software Solutions' Code of Conduct (as amended or succeeded); and
- (f) take all reasonable steps to ensure its workspace (and any premises where the respective Personnel of the parties may interact) is safe, inclusive, harassment and bullying-free, at all times.

18. Intellectual Property Rights

18.1 All right, title, and interest in the Intellectual Property Rights in and to all Working Documents, and all Products sold or supplied by Dynamic Software Solutions are, and will at all times, remain Dynamic Software Solutions or its licensor's property.

18.2 All improvements, derivatives, and modifications to the Intellectual Property Rights contemplated by clause 18.1 (the 'Improvements') vest in Dynamic Software Solutions or its licensor immediately on creation. To the extent necessary to give effect to this clause 18, the Client and Designated Users assign to Dynamic

Software Solutions all right, title, and interest in the Improvements.

18.3 The Client and Designated Users acknowledge and agree that:

- (a) it has no rights to use Dynamic Software Solutions' Intellectual Property Rights under this Agreement, except as expressly set out herein, unless otherwise agreed in writing; and
- (b) it must not modify, copy, clone, reverse engineer, disassemble, recompile, or in any way attempt to learn and identify the source code, structure, algorithms, or ideas underlying any Products or Services (including the Dynamic Connect Services) in which Dynamic Software Solutions' Intellectual Property Rights or Improvements subsist (nor procure or permit any person within the Client or Designated Users reasonable control to do any of these things).

19. Privacy and data breaches

19.1 A party must (the '**First Party**'), upon written request by the other party (the '**Second Party**'), promptly pseudonymise, destroy, or redact any Sensitive Information of the Second Party and that is within the reasonable control or possession of the First Party, upon termination or performance of any contract of which these Terms form part.

19.2 The Client must immediately notify Dynamic Software Solutions in writing:

- (a) upon becoming aware of any privacy breach, leak, or unauthorised disclosure of Personal Information (including Sensitive Information); and
- (b) of any data breach, or unauthorised access to or loss of, Personal Information held by the Client or its Personnel,

with respect to the Client's use of the Products or Services, or otherwise in

connection with any contract of which these Terms form part.

19.3 Clauses 19.1 and 19.2 survive the termination or performance of a contract of which these Terms form part.

19.4 The Client acknowledges and agrees that it has read and understood Dynamic Software Solutions' Privacy Policy. A copy of Dynamic Software Solutions' Privacy Policy is available on request at any time, and may be found at www.dynamicconnect.com/privacy

20. Feedback and reporting

20.1 Failure to report issues in a timely manner (including within 24 hours of the discovery of an issue or defect), can result in loss of revenue and productivity, among other things.

20.2 Failure to report in a timely manner may result in additional professional services charges to the client for data recovery and reprocessing of files and transactions.

20.3 Parties' rights and obligations

(a) Client or User (as applicable) hereby grants Dynamic Software Solutions a perpetual, irrevocable, nonexclusive, royalty free license under all rights necessary to incorporate, publish, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform, exploit and use the Client Feedback for any purpose.

(b) Dynamic Software Solutions may redact or remove any Feedback that is made publicly available on the Web Site where, in its reasonable determination, is unduly harmful, offensive, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of a person's privacy, hateful, or otherwise unlawful.

21. Third-Party Sites, Products and Services

- 21.1** The Dynamic Connect Services may include links or pathways to third party websites or services (the 'Linked Sites').
- 21.2** The Linked Sites are provided for the Client's convenience. The Client acknowledges and agrees that access and use of Linked Sites is at the Client's risk.
- 21.3** Dynamic Connect Services does not control, create, or contribute to the content available on Linked Sites and hereby excludes all express or implied warranties with regard to the suitability, accuracy, information, materials, products, or services that are contained on or accessible through Linked Sites.
- 21.4 Community provided content**
- (a) 'Community provided content' refers to any content supplied by third parties and is not developed, maintained, or otherwise produced by Dynamic Software Solutions.
 - (b) By using any community marked code or libraries in the Client software development, the Client acknowledges and agree that Dynamic Software Solutions is not in any way responsible for such community provided code or library.

22. Default

- 22.1** Clauses 22.2 to 22.4 apply if the Client fails to pay sums to Dynamic Software Solutions when they fall due.
- 22.2** Dynamic Software Solutions may charge the Client interest on the outstanding debt (including any judgment debt) at the rate of 10% per annum.
- 22.3** Dynamic Software Solutions may suspend or cease the supply of any further Products or Services to the Client (including but not limited to, suspending or freezing Account access).
- 22.4** Dynamic Software Solutions may require pre-payment in full for any Products or Services which have not yet been supplied.

23. Indemnity

- 23.1** If the Client defaults in the performance or observance of its obligations under any contract of which these terms form part, then:
- (a) Dynamic Software Solutions will take steps to mitigate its loss and act reasonably in relation to any default by the Client; and
 - (b) Dynamic Software Solutions will give the Client notice requesting payment for loss and damage occasioned in respect of those events and requesting that the Client remedy any breach within a reasonable time; and
 - (c) if that demand is not met then the Client will indemnify Dynamic Software Solutions in respect of loss, damage, costs (including collection costs, bank dishonour fees, and legal costs on an indemnity basis) that Dynamic Software Solutions has suffered arising therefrom.
- 23.2** the Client's liability to indemnify Dynamic Software Solutions will be reduced proportionally to the extent that any fraud, negligence, or wilful misconduct by Dynamic Software Solutions or a breach of Dynamic Software Solutions' obligations under contract has contributed to the Claim, loss, damage, or cost which is the subject of the indemnity.
- 23.3** the Client's liability to indemnify Dynamic Software Solutions is a continuing obligation separate and independent from the Client's other obligations and survives the termination or performance of any contract of which these terms form part.

24. Limitation of Liability

- 24.1** No party is liable to the other party for any Consequential Loss, including under clause 23, however caused arising out of or in connection with a contract of which these Terms form part and the terms and conditions contained herein.
- 24.2** While Dynamic Software Solutions will take reasonable endeavours to meet any

estimated delivery date or estimated time for Products and Services, the Client acknowledges and agrees that Dynamic Software Solutions is not liable for any delay associated with meeting those estimated timeframes.

24.3 If contract of which these Terms form part is not a Consumer Contract or a Small Business Contract then, to the extent permitted by law, Dynamic Software Solutions' liability is limited to:

- (a) (in the case of a supply of Products):
 - (i) Dynamic Software Solutions repairing or replacing the Products; or
 - (ii) Dynamic Software Solutions paying the Client the cost of having the Products repaired or replaced.

(b) (in the case of a supply of Services):

- (i) Dynamic Software Solutions supplying the Services again; or
- (ii) Dynamic Software Solutions paying the Client the cost of having equivalent Services supplied.

24.4 Dynamic Software Solutions shall not be liable for:

- (a) any loss of data, delays, corruption of data, non-deliveries or service interruptions;
- (b) selection of Services; or
- (c) alteration, theft or destruction of the Client's data, files, programs, procedures or information through accident, fraudulent means or devices, or any other method,

provided that this clause will not operate to exclude Dynamic Software Solutions' negligence or wilful default of a contract of which these Terms form part.

25. Termination

25.1 A party may, with immediate effect, terminate a contract of which these Terms form part if the other party:

- (a) commits a material or persistent breach of a contract of which these Terms form part and the terms and conditions contained herein, and does not remedy that breach (if capable of remedy) within fifteen (15) days of the receipt of a notice (or such longer time as specified in the notice) identifying the breach and requiring its remedy; or
- (b) has failed to pay sums due to the party within fifteen (15) days; or
- (c) has indicated that it is, or may become, insolvent; or
- (d) ceases to carry on business; or
- (e) comprises an entity which is the subject of the appointment of receivers or managers; or
- (f) comprises a natural person who:
 - (i) has committed an act of bankruptcy; or
 - (ii) has been made bankrupt;
- (g) comprises a corporation which:
 - (i) enters into voluntary administration;
 - (ii) is subject to a deed of company arrangement; or
 - (iii) is subject to the appointment of liquidators or provisional liquidators.

25.2 Dynamic Software Solutions may on written notice to the client and acting reasonably, suspend access to all or any part of the Products or Services for the purpose of protecting the integrity, operability, and security of the Products or Services.

25.3 Termination for convenience

Without affecting any other right or remedy available to it, either party may terminate a contract of which these Terms form part for convenience by giving ninety (90) days written notice to the other party.

25.4 Consequences of termination

- (a) On termination or expiry of a contract of which these Terms form part, the parties will, within a reasonable time, deliver all Confidential Information within each party's control to the respective owner or party of the Confidential Information.
- (b) Notwithstanding any clauses to the contrary, Dynamic Software Solutions may deactivate and permanently delete a Client's Account and Client Data six (6) months after the expiry or termination of any contract of which these Terms form part.
- (c) The Client may provide written notice to Dynamic Software Solutions requesting an earlier deletion of its Account or Client Data.
- (d) Following receipt of the notice in clause 25.4(c), Dynamic Software Solutions may elect to deactivate and permanently delete the Client's Account or Client Data pursuant to any specified timeframe set out in the notice.

26. General

26.1 Notice

- (a) A notice or other communication may be addressed to a party as follows:

DSS

Name: Andrew Tsiorvas

Address: Shop 57, 18 - 26 Church Avenue,
Mascot NSW 2020, Australia

Email: support@dssolutions.net.au

- (b) A notice under this clause must be delivered by hand or posted by prepaid post to the address, or sent by email to the email address, of the addressee above.

26.2 Governing law and jurisdiction

- (a) The parties' relationship is governed by and must be construed according to the law applying in the State of New South Wales.
- (b) The parties irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New South Wales with respect to any proceedings that may be brought at any time relating to the parties' relationship.

26.3 Severance

Any provision of these Terms that is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of these Terms nor affect the validity or enforceability of the provisions in any other jurisdiction.

26.4 Waiver

Waiver of a breach or of any right of election arising from a breach of these Terms must be in writing and signed by the party granting the waiver. A breach of or any right of election arising from a breach of these Terms is not waived by any failure to or delay in the exercise, or partial exercise, of that right of election or any other right.

26.5 Variation

Any variation of these Terms must be in writing and signed by the parties.

26.6 Assignment and other dealings

- (a) Dynamic Software Solutions may assign or transfer its rights and obligations under these Terms but only if Dynamic Software Solutions is transferring its business as a going concern to a third party, without the

Reseller's or Designated User's consent.

- (b) Subject to clause 26.6(a), a party may assign or transfer its rights and obligations under these Terms with the written consent of the other party, with such consent not unreasonably withheld.

26.7 Nature of relationship

Nothing in these Terms is to be construed as creating a relationship of agency, joint venture, partnership, or other relationship with duties or incidents different from those of parties to an arm's length contract.