

TERMS AND CONDITIONS

1. Definitions and Interpretation

Unless the context otherwise requires:

Customer means the NumeroPro Customer specified in the Master Agreement.

NumeroPro means Speering Family Trust & The ELS Ventures Trust trading as NumeroPro Pty Ltd ABN 99 620 058 920 of Unit 2B 13 - 17 Upton Street, Bundall, QLD, 4217 ("**NumeroPro**"); and encompasses its business products being but not limited too Kidsoft, Kidsoft Consulting, DebitPro, Kidsoft Management and PayrollPro.

Fixed-Length Agreement means an agreement that has a minimum term, during which time neither you nor we are free to change the terms of the agreement or to cancel the service, other than as specifically provided for in the agreement. A fixed-length agreement does not include a month-to-month agreement.

Non-Fixed Length Agreement means an agreement that does not have a minimum term or a fixed-length agreement where the minimum term has expired. A non-fixed-length agreement includes a month-to-month agreement.

Master Agreement means, the NumeroPro agreement as signed between the parties including any other document designated by us as forming part of this Agreement / (EUSA);

Intellectual Property Rights means; any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs, or copyright).

Services mean the systems, information technology, works, project, tasks and assistance we make available to you as specified in the Master Agreement.

In this Agreement / (EUSA): Agreement / (EUSA) means the Agreement / (EUSA), details Schedule and these terms and conditions.

SMS means Short Message Service (SMS) and is a text messaging service made possible with the use of NumeroPro proprietary software.

Commencement Date means the date set out in the Master Agreement.

Fees means the fees set out in the Master Agreement.

GST means the tax payable on taxable supplies as defined by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related legislation.

In this Agreement / (EUSA), headings are inserted for convenience only and do not affect interpretation, and unless the context otherwise requires references to a person include companies and government bodies; words importing the singular include the plural and vice versa; and words importing a gender include other genders.

Documentation

The terms of this Agreement / (EUSA) extend to any documentation accompanying the Program ("Documentation"). Any Documentation may not be copied, modified or used in any way not contemplated or expressly authorised by this Agreement / (EUSA).

Words importing the singular include the plural. References to persons include references to bodies corporate, and unincorporated bodies.

2. Services

2.1 General

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The Master Agreement / (EUSA) sets out the Services we will provide to you. The Master Agreement / (EUSA) may provide for other matters, such as:

- (a) Locations at which we must provide the Services;
- (b) Scheduled times for performance of Services; and
- (c) Additional agreement documents.

2.2 Accepting the Terms

In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.

You can accept the Terms by clicking to accept or agree to the Terms, where this option is made available to you by NumeroPro in the user interface for any Service; or by actually using the Services. In this case, you understand and agree that NumeroPro will treat your use of the Services as acceptance of the Terms from that point onwards.

You may not use the Services and may not accept the Terms if

- (a) You are not of legal age to form a binding contract with NumeroPro, or
- (b) You are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

Before you continue, you should print off or save a local copy of the Terms and Conditions for your records.

2.3 Provision of the Services by NumeroPro

NumeroPro has subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Services to you on behalf of NumeroPro itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

- (a) NumeroPro is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services that NumeroPro provides may change from time to time without prior notice to you.
- (b) As part of this continuing innovation, you acknowledge and agree that NumeroPro may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at NumeroPro's sole discretion, without prior notice to you.
- (c) You acknowledge and agree that if NumeroPro disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content, which is contained in your account.

3. Use of the Services by you

- (a) In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use of the Services. You agree that any registration information you give to NumeroPro will always be accurate, correct and up to date.
- (b) You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from Australia or other relevant countries).
- (c) You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by NumeroPro, unless you have been specifically allowed to do so in a separate agreement with NumeroPro. You specifically agree not to access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers) and shall ensure that you comply with the instructions set out in any robots.txt file present on the Services.
- (d) You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

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- (e) Unless you have been specifically permitted to do so in a separate agreement with NumeroPro, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.
- (f) You agree that you are solely responsible for (and that NumeroPro has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which NumeroPro may suffer) of any such breach.

4. Your passwords and account security

- (a) You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
- (b) Accordingly, you agree that you will be solely responsible to NumeroPro for all activities that occur under your account.
- (c) If you become aware of any unauthorised use of your password or of your account, you agree to notify NumeroPro immediately at privacy@numeropro.com.au

5. Privacy and your personal information

For information about NumeroPro's data protection practices, please read NumeroPro's privacy policy at www.kidsoft.com.au / www.payrollpro.com.au / www.debitpro.com.au / www.numeropro.com.au this policy explains how NumeroPro treats your personal information, and protects your privacy, when you use the Services. You agree to the use of your data in accordance with NumeroPro's privacy policies.

6. Software updates

The Software, which you use, may automatically download and install updates from time to time from NumeroPro. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit NumeroPro to deliver these to you) as part of your use of the Services. Notification of these updates will appear on the Kidsoft News Channel.

6.1 Conflicting Terms

If there is any internal conflict in the Master Agreement, the clauses of these Terms and Conditions prevail.

6.2 License from NumeroPro

- (a) NumeroPro gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by NumeroPro as part of the Services as provided to you by NumeroPro referred to as the "Software". This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by NumeroPro, in the manner permitted by the Terms.
- (b) You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by NumeroPro, in writing.
- (c) Unless NumeroPro has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

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The scheduled times for our performance of the Services are estimates. We will endeavour to complete our Services within those times. We may extend those times to the extent we believe it reasonable to do so having regard to:

- (a) The protection of personal safety or property;
- (b) Your breach of contract, or negligence or other default; or
- (c) The occurrence of any circumstances beyond our reasonable control, such as technological faults.

7. Proprietary rights

- (a) You acknowledge and agree that NumeroPro (or NumeroPro's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by NumeroPro and that you shall not disclose such information without NumeroPro's prior written consent.
- (b) Unless you have agreed otherwise in writing with NumeroPro, nothing in the Terms gives you a right to use any of NumeroPro's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- (c) You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices), which may be affixed to or contained within the Services.
- (d) Unless you have been expressly authorised to do so in writing by NumeroPro, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

8. Mutual Responsibilities**8.1 Our Warranties**

We warrant that we will carry out all Services in a workmanlike manner and in accordance with the descriptions in the Master Agreement / (EUSA).

8.2 Your Responsibilities

You agree that, unless the Master Agreement / (EUSA) requires otherwise:

- (a) You will obtain, procure and give any access, facilities, information, cooperation, permits, authorities, notices and licences (whether or not required by law) which we determine are reasonably needed to carry out this Agreement / (EUSA);
- (b) In respect of any particular, you will not make any claim against us for breach of our warranties stated above later than two weeks after we have supplied the relevant Services to you; and
- (c) You will not assign or sublicense your rights or obligations under this Agreement / (EUSA) without our consent. We will not unreasonably withhold such consent.

8.3 Mutual Commitments

Each of us agrees:

- (a) To endeavour to safeguard such of the other's confidential information (of which it is in possession) no less carefully than it safeguards its own confidential information;
- (b) That rights under this Agreement / (EUSA) are not exclusive;
- (c) That neither of us is liable for breach or other failure due to circumstances beyond its reasonable control; and
- (d) Neither of us will institute any proceedings against the other more than one year after either the cause of action arose, or the performance of Services (which ever is the earlier).

TERMS AND CONDITIONS**9. Acceptable Use of Services**

In accepting the Services from us, you warrant that you will:

- (a) Only use the Services that you are legally entitled to use and that your use of the Services will not be a breach of copyright.
- (b) You will not reproduce, distribute, transmit, publish, copy, transfer or commercial exploit any information accessed through or received from the Services that would be an infringement of any copyright, patent, trade mark, design or other intellectual property right.
- (c) Not access, nor commit any other party to access, the Services for any purpose or activity of an illegal, fraudulent or defamatory nature.
- (d) You acknowledge that we do not and cannot in any way supervise, edit or control the content and form of any information or data accessed through your use of the Services and we shall not be held responsible in any way for any content or information accessed by the Services.
- (e) We disclaim all or any liability for any material on the Internet you find offensive, upsetting, defamatory, and personally offensive and in any way unsuitable for people under the age of 18.

10. Advertisers and Third Parties

Third Party services and products either linked to this website; and/or advertised on this website are the responsibility of the third party and their inclusion on this website does not imply endorsement by NumeroPro.

NumeroPro is not responsible for the content of Third Party websites or advertisements and does not make any representations regarding the content or accuracy of materials on such Third Party websites or advertisements. NumeroPro will not be liable for any damages or loss arising in any way out of or in connection with any information or third party service provided.

11. Access to Premises

We may require access to your premises to perform the Services. If we require access, you will not unreasonably withhold access from us and in accessing your premises we will use our best endeavours to:

- (a) Exercise reasonable skill and care on and around those premises;
- (b) Comply with all reasonable instructions by those in control or occupation of the premises;
- (c) Comply with all applicable security requirements or obligations of confidentiality brought to that party's attention; and
- (d) In all other respects act in a responsible and businesslike manner on and around those premises.

12. Payment and Taxes**12.1 Fees and Charges**

- (a) You agree to pay us for the Services in the amount of fees as specified in the Master Agreement. Other matters concerning your payment obligations are set out in the Master Agreement, such as payment milestones and the method of payment.
- (b) You agree to pay us an additional amount in accordance with our time rates for Services we perform outside the Master Agreement, for Services, which you require us to perform outside our normal day shift or outside our normal service locations.
- (c) You acknowledge that we may increase our time and rates from time to time. Prices and products and services are subject to change, all prices displayed and products and services offered for supply www.kidsoft.com.au / www.payrollpro.com.au / www.debitpro.com.au / www.numero.com.au are subject to change without notice. You should check the price of a product or service before signing agreements or engagements.

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- (d) If the agreement is a fixed-length agreement and neither you nor we cancel the service at the end of the minimum term, the agreement becomes a non-fixed length agreement and we will continue to supply the service to you on a month-to-month basis in accordance with the agreement. Terminating your Fixed Length agreement ahead of time will result in the full payout of the remaining term of your agreement.
- (e) Subject to any contrary intention in the Master Agreement / (EUSA), you agree to pay our invoices by Direct Debit (DDR) through our chosen Payment Gateway. Customers who do not provide NumeroPro all relevant details to enable Direct Debit payment of their monthly accounts will incur a Manual Handling Fee of \$10 plus GST per month, per centre. Failure to pay agreed license fees for all NumeroPro software will cause your account to be suspended and all access denied till all outstanding fees paid.

12.2 Taxes

You agree to pay any taxes and duties levied by any authority on, or in connection with, this Agreement / (EUSA) (other than income taxes payable by us). This includes payment of the amount of GST according to the following principles: where we are liable (whether directly or via a GST group of which we are a member) to pay GST on any amount received from you relating to this Agreement / (EUSA), you shall, following receipt of a tax invoice from us, at the same time reimburse us the amount of GST. Terms used in the last sentence have the meanings defined in the GST Law as that term is defined in A New Tax System (Goods and Services Tax) Act 1999 or any Act substituted for, validating or otherwise replacing that Act.

13. Intellectual Property

Where we supply you with any intellectual property, you have a non-exclusive, personal licence to make such use of that intellectual property, as you need to use the results of our Services for your own business. You may not do any other act in respect of such intellectual property. If new intellectual property (including copyright and confidentiality rights) is created pursuant to any of our Services to you, we (or our nominee) shall own that intellectual property.

Where we agree that you own any intellectual property created pursuant to our Services to you:

- (a) Your ownership does not include any rights arising from the general know-how, skill and experience we have obtained as a result of our relationship with you; and
- (b) We have a non-exclusive, worldwide, paid up licence to exercise such rights in the intellectual property as an owner of such intellectual property could exercise, and to authorise others to do likewise.

14. Limitations of Terms and Liability**14.1 Exclusion of Terms**

This Agreement / (EUSA) is the entire statement of the terms of our relationship concerning the Services. Subject to clauses 2.1 and 14.3, all terms (whether conditions or warranties, and whether oral or implied) not expressed in this Agreement / (EUSA) are excluded.

TERMS AND CONDITIONS**14.2 Limitation on Liability**

SUBJECT TO OVERALL PROVISION IN PARAGRAPH 13.1, YOU EXPRESSLY UNDERSTAND AND AGREE THAT NUMEROPRO, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

AS A RESULT OF:

ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

- A. ANY CHANGES WHICH NUMEROPRO MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
- B. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
- C. YOUR FAILURE TO PROVIDE NUMEROPRO WITH ACCURATE ACCOUNT INFORMATION;
- D. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;
- E. THE LIMITATIONS ON NUMEROPRO'S LIABILITY TO YOU IN PARAGRAPH 13.2 ABOVE SHALL APPLY WHETHER OR NOT NUMEROPRO HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14.3 Statutory Liability

Nothing in this Agreement / (EUSA) purports to exclude, restrict or modify any condition, warranty, right or remedy which we must, by any applicable law, observe in your favour, and which we cannot, by contract, exclude, restrict or modify. To the extent such applicable law permits us to limit our liability in respect of such condition, warranty, right or remedy, we do so, including, in the case of Services supplied pursuant to this Agreement / (EUSA), the payment of the cost of having the Services performed again.

14.4 Indemnity

You agree that you are solely liable for the use you make of the results of our Services. You agree to indemnify us from any loss, cost, expense, demand or liability we suffer because of any claim which would not have been made against us had we not entered into this Agreement / (EUSA) (other than to the extent our breach of this Agreement / (EUSA) or negligence contributed to the claim).

15. Termination

NumeroPro can terminate the Master Agreement, for any reason whatsoever, by giving 30 days notice, in writing, to the Customer.

Customer may terminate the Master Agreement if:

- (a) NumeroPro breaches a material term, and fails to remedy that breach within 90 days of receipt of a written notice which specifies the breach and requests that it be remedied, failing which termination will occur; or

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- (b) Customer enters into any form of insolvency administration, other than for the purpose of a corporate restructuring not involving any insolvency.
- (c) Non-Contractual clients must give 24 Hours written notice to terminate the agreement.

16. Assignment

You may not deal with the benefit of this Agreement / (EUSA) in any way (whether by assignment, sub-licensing or otherwise) without our prior written consent. We may assign or otherwise transfer all or any part of this agreement by any means, provided we give you 30 days' notice prior to making an assignment or transfer.

17. Changes/Variations

We may vary the terms of these Terms and Conditions at any time by giving it to you in person, sending it to you by mail or to your email address, making the information available on our websites. Such variations will only affect agreements entered into by you and us after the date of our notice.

18. Governing law

This Agreement / (EUSA) is governed by the laws of the state of Queensland and you and we submit to the non-exclusive jurisdiction of the courts of that state.

19. Representatives

Each Master Agreement may identify the persons who are to represent each of us for the purpose of our relationship under that Master Agreement. Each of us may notify the other of a replacement representative from time to time. All notices under the Master Agreement will be addressed to the other's notified representative, and to its Company Secretary (if applicable).

20. Disputes

Before resorting to litigation to resolve any dispute between us, we agree to allow a period of 14 days to elapse and, within that 14-day period, to hold good faith negotiations with a view to endeavouring to resolve that dispute.

21. DDR – Credit Card Service**Definitions**

- a) **Account** means the account held at *your financial institution* from which *we* are authorised to arrange for funds to be debited.
- b) **Agreement** means this Direct Debit Request Service Agreement between *you* and *us*.
- c) **Business** means the "business" as referred to on the DDR form
- d) **Banking day** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.
- e) **Debit day** means the day that payment by *you* to *us* is due.
- f) **Debit payment** means a particular transaction where a debit is made.
- g) **Direct debit request** means the Direct Debit Request between *us* and *you*.
- h) **Us** or **we** means **NumeroPro**, (the Debit User) *you* have authorised by signing a *direct debit request*.
- i) **You** means the customer who signed the *Direct Debit Request*.
- j) **Your financial institution** means the financial institution nominated by *you* on the DDR at which the *account* is maintained.

I/We hereby authorise NumeroPro Pty Ltd ABN 99 620 058 920 (herein referred to as "NumeroPro") to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the "Business")

I/We acknowledge that NumeroPro is acting as a Direct Debit Agent for the Business and that NumeroPro does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/we have with the Business. I/We acknowledge that the debit amount will

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be debited from my/our account according to the terms and conditions of my/our agreement with the Business. I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

Debiting your account

By signing a Direct Debit Request, you have authorised us to arrange for funds (these amounts may vary upon instructions from the Business) to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between you and us. We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request.

If the debit day falls on a day that is not a banking day, we may direct your financial institution to debit your account on the following banking day. If you are unsure about which day your account has or will be debited you should ask your financial institution. I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business. I/We acknowledge that any disputed debit payments will be directed to the Business and/or NumeroPro. If no resolution is forthcoming, I/we agree to contact my/our financial institution. I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable. I/We will also be responsible for any fees and charges applied by my financial institution and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by NumeroPro. I/We authorise NumeroPro to attempt to re-process any unsuccessful payments as advised by the Business. I/We acknowledge that if specified by the Business, a setup, variation, SMS or processing fees may apply as instructed by the Business.

Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving you at least fourteen **(14) days'** written notice.

Amendments by you

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least fourteen **(14 days)** notification by writing to: PO Box 6309 GCMC QLD 9726 or by telephoning us on (07) 5592 5800 during business hours **or** arranging it through your own financial institution.

Your obligations

Is *your* responsibility to ensure that there are sufficient clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.

If there are insufficient clear funds in *your account* to meet a *debit payment*:

- a) You may be charged a fee and/or interest by your financial institution;
- b) You may also incur fees or charges imposed or incurred by us; and
- c) You must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.

You should check *your account* statement to verify that the amounts debited from *your account* are correct

If NumeroPro is liable to pay goods and services tax ("GST") on a supply made in connection with this *agreement*, then you agree to pay NumeroPro on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

I/We acknowledge that there may be a delay in processing if: -

- d) There is a public or bank holiday on the day, or any day after the debit date;
- e) A payment request is received by NumeroPro on a day that is not a banking business day in Queensland; and
- f) A payment request is received after normal NumeroPro cut off times, being 4:00pm Queensland time, Monday to Friday. Any payments that fall due on any of the above will be processed on the next business day.

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If you believe that there has been an error in debiting *your account*, you should notify us directly on (07) 5592 5800 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively you can take it up with your financial institution direct. If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your query* by arranging for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify you in writing of the amount by which *your account* has been adjusted. If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your query* by providing *you* with reasons and any evidence for this finding in writing.

Accounts

You should check:

- a) With *your financial institution* whether direct debiting is available from *your account* as direct debiting is not available on all accounts offered by financial institutions.
- b) *Your account details* which *you* have provided to *us* are correct by checking them against a recent *account statement*; and
- c) With *your financial institution* before completing the *Direct Debit Request* if *you* have any queries about how to complete the *Direct Debit Request*.

Confidentiality

We will keep any information (including *your account details*) in *your Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that we have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information. Further information relating to NumeroPro's Privacy Policy can be found at <http://numeropro.com.au/NumeroPro%20Privacy%20Policy%20v1.0.pdf>

We will only disclose information that we have about *you*:

- a) To the extent specifically required by law; or
- b) For the purposes of this *agreement* (including disclosing information in connection with any query or claim).

Credit Card Payments

I/We acknowledge that "NumeroPro" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that NumeroPro will not be held liable for any disputed transactions resulting in the non-supply of goods and/or services and that all disputes will be directed to the Business as NumeroPro is acting as a 3rd party payment provider. I/We acknowledge and agree that in the event that a claim is made, NumeroPro will not be liable for the refund of any funds and agree to reimburse NumeroPro for any successful claims made by the Card Holder through their financial institution against NumeroPro. Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee whichever is greater. I/We authorise:

1. NumeroPro to verify details of my/our account with my/our financial institution; and
2. My / our financial institution to release information allowing NumeroPro to verify my/our account details.

22. SMS Service

- a) NumeroPro provides an SMS service that sends messages to mobile phones using established carriers and aggregation companies. The provision of the SMS service is subject to the following Terms of Service.
- b) You acknowledge that NumeroPro delivers SMS messages via major telecommunications companies and mobile network providers and can therefore only influence the delivery transmission of SMS messages within the

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technical constraints imposed by the above mentioned providers. SMS messages submitted via the Internet will be transferred to the addressed mobile recipients in due course, provided that the recipient's phone is switched on and located in an area covered by his subscribed mobile network provider. You acknowledge that, depending on the recipient's mobile provider service, it may not be possible to transmit the SMS message to the recipient successfully. NumeroPro neither claims nor guarantees either availability or performance of this service. While NumeroPro makes every effort to deliver the message promptly, NumeroPro accepts no liability for transmission delays or message failures.

- c) NumeroPro debits transmitted SMS messages according to its transmission logs. These logs are deemed correct and valid even if the customer has objected to the correctness of the accounting records, except if NumeroPro 's investigations have produced evidence of technical problem or error. Because NumeroPro cannot guarantee delivery of the SMS messages to the recipients due to possible errors on the part of the mobile network providers, NumeroPro will not refund undeliverable SMS messages to you.
- d) You agree that all activities, which can be traced to your username and password, are deemed as having been performed by yourself and are legally binding to you.
- e) The SMS services may only be used for lawful purposes. Transmission or solicitation of any material that violates Australian Federal, State or other laws that may apply in your local area is prohibited. This may include material that is obscene, threatening, harassing, libellous, or in any way a violation of intellectual property laws or a third party's intellectual property rights.
- f) NumeroPro will not use any of your subscriber lists or any other customer information for any other purposes than those intended with the service. Your customer information will not be shared with any other parties. In addition, NumeroPro will not use your customer information for the purpose of sending unsolicited commercial messages.
- g) You will comply with Anti-Spam and Privacy legislation and guidelines, applicable to the jurisdictions in which messages are sent and received.
- h) You may not use NumeroPro to distribute illegal contests, pyramid schemes, chain letters, or multi-level marketing campaigns
- i) You may not use NumeroPro to send message campaigns that link to or display nudity, obscene content, gambling related content, pharmaceutical related content, illegal software, viruses, or to distribute any other content that NumeroPro deem inappropriate.
- j) You represent, covenant, and warrant that you will use the SMS services only in compliance with the Agreement and all applicable laws (including but not limited to policies and laws related to spamming, privacy, obscenity, or defamation). You agree you will not access or otherwise use third party contact lists in connection with preparing or distributing unsolicited messages to any third party. You hereby agree to indemnify and hold harmless NumeroPro against any damages, losses, liabilities, settlements, and expenses (including without limitation costs and reasonable attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise arising from or relating to your use of the Services. Although NumeroPro has no obligation to monitor the content provided by you or your use of the SMS services, NumeroPro may do so and may remove any such content or prohibit any use of the SMS services it believes may be (or is alleged to be) in violation of the foregoing.
- k) The SMS services are available only to persons who can form legally binding contracts under applicable law. Without limiting the foregoing, the SMS services are not available to individuals under the age of 18. If you do not qualify, please do not use the SMS services.
- l) NumeroPro allows you to send an unlimited number of SMS messages provided your account has enough credit. Concatenated SMS messages are charged in line with standard industry policy. The total character data transfer of each message can be no more than 621 characters.

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- m) All message delivery prices are subject to change at any time. You are responsible for reviewing the price schedule from time to time and remaining aware of the prices charged by NumeroPro. NumeroPro will immediately advise you of price changes on the Kidsoft News Channel. Any objections must be raised within 7 days for special consideration. Payment in advance for Services can be made by a valid credit card accepted by NumeroPro, unless other payment arrangements have been made between you and an authorised NumeroPro representative. If NumeroPro is for any reason unable to effect automatic payment via your credit card, you will be notified via e-mail. All payments made to NumeroPro are non-refundable, unless NumeroPro terminates an account for a reason other than violation of the Anti-Spam Policy.
- n) You are responsible for maintaining the security of your account, passwords, and files, and for all uses of your account and of the SMS services in your name. NumeroPro reserves the right to refuse registration of, or cancel, accounts it deems inappropriate.

23. Reporting Disclaimer

The information and opinions contained in all NumeroPro summary reports have been obtained from sources NumeroPro and or any entity related to NumeroPro believe to be reliable, but no representation or warranty, express or implied, is made that such information is accurate or complete and it should not be relied upon as such. Information and opinions contained in the Summary Reports, Profit and Loss reports, Trial Balance Reports, Payroll Reports and Balance Sheet Reports are published for the assistance of the recipients, but are not relied upon as authoritative and may be subject to change without notice. No person should rely on any of the reports without having an audit or review conducted. Except to the extent that liability cannot be excluded, no NumeroPro or NumeroPro related entity / group / company accepts any liability for any direct or consequential loss arising from any use of material contained in any reports generated by any of the NumeroPro proprietary software.

24. Term of Service

This Agreement / (EUSA) will start as per point 2.2, and may be terminated by NumeroPro by written notice in the following circumstances:

- a) If the Customer is in breach of any term of this Agreement / (EUSA);
- b) If the Customer, being a corporation, becomes the subject of and insolvency administration;
- c) If the Customer, being a firm or partnership, is dissolved; or
- d) If the Customer destroys the Program and/or Documentation for any reason.

Upon termination, the Customer or its representative will destroy all remaining copies of the Program and Documentation or otherwise dispose of such material as directed by NumeroPro.

Termination in accordance with this clause will not affect any rights or remedies which NumeroPro may have otherwise under this Agreement / (EUSA) or at law.

25. Fees

NumeroPro will invoice the Customer for the Fees at the rate and in the manner set out in the Master Agreement, and the Customer will pay the Fees in such manner. The Customer may not make any use of the Program until the Fees have been paid. In the case of payment by cheque, payment will not be deemed until the cheque has been cleared.

26. Customer's Obligations

The Customer must: supervise and control the use of the Program in accordance with the terms of this Agreement / (EUSA); ensure its employees, sub-contractors and other agents who have authorised access to the Program are made aware of the terms of this Agreement / (EUSA); not copy, reproduce, translate, adapt, vary or modify the Program without the express consent of NumeroPro, except as expressly authorised by this Agreement / (EUSA) or Pt III Div 4A of the Copyright Act 1968 (Cth); not provide or otherwise make available the Program in any form to any person other than those referred to in the

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agreement without the written consent of NumeroPro; and not use the Program for or in connection with a service bureau operation.

27. Warranty

The Customer acknowledges that the Program cannot be guaranteed to be error free, and further acknowledges that the existence of any such errors will not constitute a breach of this Agreement / (EUSA).

Subject to the Customer's acknowledgement, NumeroPro warrants that the Program will in all material respects perform in accordance with the Documentation. If any statute implies terms into this Agreement / (EUSA) which cannot be lawfully excluded, such terms will apply to this Agreement / (EUSA), except that the liability of NumeroPro for breach of any such implied term will be limited to any one or more of the following at NumeroPro's option:

- a) The replacement of goods to which the breach relates or the supply of equivalent goods;
- b) The repair of such goods;
- c) The payment of the cost of replacing the goods or of acquiring equivalent goods; or
- d) The payment of the cost of having the goods repaired.

- e) Except as otherwise expressly provided in this Agreement / (EUSA), NumeroPro will not be liable to the Customer for any loss or damage other than reimbursement of direct out of pocket expenses incurred by the Customer, not exceeding (for all claims in aggregate) the amount paid by the Customer to NumeroPro in the 1st 12 months of this Agreement / (EUSA). The Customer agrees that except as expressly provided to the contrary in this Agreement / (EUSA), NumeroPro shall not be liable for any loss of profits, loss of goodwill or special, indirect or consequential damages for circumstances relevant to this Agreement / (EUSA), including for breach of this Agreement / (EUSA), for any supply of a defective Program or for negligence on matters connected with this Agreement / (EUSA). NumeroPro makes no warranty that the Software will be error free or will operate without interruption. You indemnify NumeroPro against any loss, liabilities or damage that you or any third party may incur directly or indirectly from your use or installation of the Software.

The Customer acknowledges that it has exercised its independent judgment in acquiring the Services and has not relied on any representation made by NumeroPro not been stated expressly in this Agreement / (EUSA), or upon any descriptions or illustrations or specifications contained in any document, including catalogues or publicity material produced by NumeroPro.

28. Copyright

The Customer acknowledges that the Program and Documentation is the subject of copyright. The Customer will not, during or any time after the expiry or termination of this Agreement / (EUSA) do or permit any act to be done which infringes the copyright in the Program and/or Documentation and, without limiting the generality of its obligations, the Customer will not copy the Program except as otherwise expressly authorised or acknowledged by this Agreement / (EUSA). The Customer will fully indemnify NumeroPro against all liabilities, costs and expenses which NumeroPro may incur to a third party as a result of the Customer's breach of the copyright provisions of this Agreement / (EUSA).

29. Waiver

Failure or omission by a party to enforce at any time any of the provisions of this Agreement / (EUSA) will not be construed or deemed to be a waiver of that party's rights under this Agreement / (EUSA).