



EDOCKETS

End User License Agreement

info@edockets.app

Digital Dockets Pty Ltd (ACN 635 682 067)

THIS AGREEMENT made

BETWEEN

Digital Dockets Pty Ltd (ACN 635 682 067) trading under license as 'eDockets' of Unit 6, 72-78 Carrington Street, Adelaide, South Australia, 5000 (its assigns, related entities, licensees or agents "Licensor")

- and -

The **Entity** or **Person** detailed in **Schedule 1 ("Licensee")**

(together the Licensor and Licensee are referred to in this Agreement as the "**Parties**" and, context relevant, individually as "**Party**")

1. Definitions and interpretation

1.1. Definitions

In this Agreement (including the recitals and the Schedules) unless the context otherwise requires:

Agreement means this agreement and its schedule;

Confidential information includes all information exchanged between the Parties to this Agreement, whether in writing, electronically or orally, including the Product, but does not include information which is, or becomes, publicly available other than through unauthorized disclosure by the other Party;

Data means any data inputted by the Licensee or with the Licensee's authority into the website;

Intellectual property right means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered;

Product is set out and detailed in **Schedule 2**;

Terms means the terms and conditions of this Agreement;

Terms means the terms and conditions of this Agreement;

Website means any Internet site at the domain www.edockets.app or any other site operated by the Licensor.

1.2. Interpretation

In this Agreement unless the context otherwise requires:

- a. headings are for convenience only and do not affect its interpretation and construction;
- b. the singular includes the plural and vice versa;
- c. words importing a gender include other genders;
- d. where any word or phrase is defined, any other part of speech or other grammatical form of that word or phrase has a cognate meaning;
- e. a reference to any statute, proclamation, rule, code, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, rule, code, regulation or ordinance replacing it;
- f. "includes" is not a word of limitation;
- g. a reference to any thing is a reference to the whole and each part of it;
- h. a reference to a group of persons is a reference to all of them collectively and to each of them individually; and
- i. a reference to a document includes all amendments or supplements to, or replacements or novation of, that document.

2. Acceptance

2.1. This Agreement is between the Licensee and the Licensor, and governs the Products made available to the Licensee.

2.2. Upon:

- a. selecting the 'Accept' option;
- b. payment of the license fee for the Product at the point of purchasing the licence for the Product; or
- c. downloading, installing or using the Product (whichever comes first),

2.3. If at any time the Licensee **does not agree to, accept or be bound by to the Terms of this Agreement**, the Licensee:

- a. must not install, use, or copy the Product; and
- b. irrevocably authorize the Licensor to remove the Product from use by the Licensee.

3. License grant

3.1. This Agreement entitles the Licensee to:

- a. install and use the Product on a single computer; or
- b. install and make an archival copy of the Product on a storage medium other than a hard drive, and may only be used for the reinstallation of the Product.

3.2. This Agreement does not permit the installation of the Product:

- a. on more than one computer at any given time;
- b. on a system that allows shared use of applications;
- c. on a multi-user network; or
- d. on any configuration or system of computers that allow multiple users

unless the Licensee has a license for each separate computer on which the Product is installed and run.

4. Limitations

4.1. Limitations on transfer

The Licensee may not assign its rights and obligations under this Agreement, or redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer the Licensee's rights to the Product.

4.2. Limitations on use

The Licensee must:

- a. ensure that all usernames and passwords required to access the Product are kept secure and confidential;
- b. immediately notify the Licensor of any unauthorised use of passwords or any other breach of security;
- c. take all other actions that the Licensor reasonably deems necessary to maintain or enhance the security of the Licensor's computing systems and networks and the Licensee's access to the Product.

As a condition of this Agreement, when accessing or using the Product, the Licensee must not:

- a. attempt to undermine the security or integrity of the computing Licence or computing systems or networks or, where the Product is hosted by a third party, that third party's computing systems and networks;
- b. use, or misuse the, the Product in any way which may impair the functionality of the Product or website, or other systems used to deliver the Product or impair the ability of any other user to use the Product or website;
- c. attempt to gain unauthorized access to any materials other than those to which the Licensee has been given express permission to access or to the computer system on which the Product is hosted;
- d. transmit, or input into the website, any; files that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets to which the Licensee does not have the right to use);

- e. attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computing program is used to deliver the Product or to operate the website except as is strictly necessary to use either of them for normal operation;
- f. share the Licence, or contents of the Product, with others;
- g. copy, install or use the Product on any system with more than one computer;
- h. permit the use, copying or installation of the Product by more than one user or on more than one computer;
- i. decompile, "reverse engineer", disassemble, or otherwise attempt to derive the source code for the Product;
- j. broadcast, transmit or otherwise display in a public forum or any venue not restricted to the Licensee, the Product or any part of the Product;
- k. post the Product or part of the Product on any website; or
- l. use the Product for commercial purposes.

4.3. Limitations on derived works

The Licensee may not modify the Product, create derivative works based upon the Product, or use the Product to develop any product having the same primary function as the Product.

4.4. Limitations on alteration

The Licensee may not:

- a. modify the Product or create any derivative work of the Product or its accompanying documentation. Derivative works include but are not limited to translations; or
- b. alter any files or libraries in any portion of the Product.

4.5. Limitations on copying

The Licensee may not copy any part of the Product except to the extent that the licensed use inherently demands the creation of a temporary copy stored in the computer memory and not permanently affixed on storage medium.

5. Ownership

5.1. The Licensor or its subsidiaries, affiliates, and suppliers retain all rights, title and interest, including all copyright and intellectual property rights, in and to, the Product and all copies thereof, the website, and any documentation relating to the Product.

5.2. Title to, and all intellectual property rights in, the data remains the Licensee's property. However, the Licensee's access to the data is contingent on for payment of the Licence fee when due. The Licensee grants the Licence or a Licence to use, copy, transmit, store, and back – up the Licensee's information and data for the purposes of enabling the Licensee to access and use the Product and for any other purpose related to provision of Product to the Licensee.

5.3. The Licensee must maintain copies of all data inputted into the Product. The Licensor adheres to its best practice policies and procedures to prevent data loss, including a daily system of data back-up regime, but does not make any guarantees that there will be no loss of data. The Licensor expressly excludes liability for any loss of data no matter how caused.

5.4. Third-party applications and the Licensee's data if the Licensee enables third-party applications for use in conjunction with the Product, the Licensee acknowledges that the Licensor may allow the providers of those third-party applications to access the Licensee's data as required for the inter operation of such third-party applications with the Product. The Licensor shall not be responsible for any disclosure, modification or deletion of the Licensee's data resulting from any such access by third-party application providers.

6. Warranties and exclusions

6.1. Provisions of the Competition and Consumer Act (Commonwealth) 2010 and other laws in force from time to time in Australia may imply guarantees, warranties, conditions, and impose obligations on the Licensor and its subsidiaries, affiliates, and suppliers ("Implied Terms"). If these Implied Terms apply, the Licensor's liability will be limited at its option to resupply, repair or replacement of the Product or the cost of such resupply, repair or replacement, to the extent permitted by law.

6.2. Unless otherwise explicitly agreed to in writing by the Licensor, the Licensor, subject to the Implied Terms, all representations, guarantees, conditions and warranties of any nature are expressly excluded.

6.3. Nothing in this clause 6 excludes, restricts or modifies the Licensee's rights under an Implied Term.

6.4. The Licensee warrants that where the Licensee has registered to use the Product on behalf of another person, the Licensee has the authority to agree to these terms on behalf of that person and agrees that by registering to use the Product the Licensee binds the person on whose behalf the Licensee acts to the performance of any and all obligations that the Licensee becomes subject to by virtue of these terms, without limiting the Licensee's own personal obligations under these terms.

6.5. The Licensee acknowledges that:

- a. The Licensee is authorised to use the Product on the website and to access the information and data that the Licensee inputs into the website, including any information or data input into the website by any person the Licensee has authorised to use the Product. The Licensee is also authorised to access the processed information and data that is made available to the Licensee through the Licensee's use of the website and Product (whether that information and data is the Licensee's own or that of anyone else).
- b. The Licensor has no responsibility to any person other than the Licensee and nothing in this Agreement confers, or purports to confer, a benefit on any person other than the Licensee. If the Licensee uses the Product or accesses the website on behalf of or for the benefit of anyone other than the Licensee (whether a body corporate or otherwise) the Licensee agrees that:
 - i. The Licensee is responsible for ensuring that Licensee has the right to do so;
 - ii. The Licensee is responsible for authorising any person who is given access to information or data, and the Licensee agrees that the Licensor has no obligation to provide any person access to such information or data without the Licensee's authorisation and may refer any requests for information to the Licensee to address; and
 - iii. The Licensee will indemnify the Licensor against any claims or loss relating to:
 - I. The Licensor's refusal to provide any person with access to the Licensee's information or data in accordance with these terms;
 - II. The Licensor's making available information or data to any person with the Licensee's authorisation.

- c. The provision of, access to, and use of, the Product is on “as is” basis and at the Licensee’s own risk.
- d. The Licensor does not warrant that the use of the Product will be uninterrupted or error-free. Among other things, the operation and availability of the system is used for accessing the Product, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Product. The Licensor is not in any way responsible for any such interference or prevention of the Licensee’s access or use of the Product.
- e. It is the Licensee’s sole responsibility to determine that Product meets the needs of the Licensee’s business and are suitable for the purposes for which they are used.
- f. The Licensee remains solely responsible for complying with all applicable financial and other laws. And it is the Licensee’s responsibility to check that storage of and access to the Licensee’s data via the software and the website will comply with laws applicable to the Licensee (including any laws requiring the Licensee to retain records).

6.6. The Licensor gives no warranty about the Product. Without limiting the foregoing, the Licensor does not warrant that the Product will meet the Licensee’s requirements or that it would be suitable for any particular purpose. To avoid doubt, all implied conditions and warranties are excluded in so far as permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

7. Exclusion of damages

Subject to any Implied Term, the Licensor, its directors, officers, employees, or agents will not be liable to the Licensee or any other party for indirect, consequential, special, incidental, punitive or exemplary damages of any kind (including loss of revenue or profits or loss of business) arising in connection with these Terms, the Product, any software for the Product or any support services for the Product, whether based on contract, tort, statute, or any other legal theory.

8. Limitation of liability and remedies

To the extent that the applicable jurisdiction limits the Licensor’s ability to disclaim any implied warranties, this disclaimer shall be effective to the maximum extent permitted.

9. Licensee indemnity

The Licensee will indemnify the Licensor, its directors, officers, employees, agents and contractors in full against any liability, loss, damages, costs and expenses as a result of or in connection with the Licensee's use of the Product, including but not limited to, any modification by the Licensee of the Product which causes the Product to infringe the intellectual property rights of a third party.

10. Variation of Terms

The Licensor reserves the right to amend these Terms from time to time without notice to the Licensee and the Licensee will be subject to the Terms in force at the time the Licensee purchases the Licence for the Product or download the Product whichever is applicable.

11. Termination

11.1. Without prejudice to any other rights, the Licensor may terminate this Agreement immediately and without further notice if the Licensee fails to comply with the Terms of this Agreement. In such event, the Licensee must destroy all copies of the Product.

11.2. These terms will continue for a period covered by the Licence fee paid or payable under clause 16.

11.3. If the Licensee:

- a. breaches any of these terms and does not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
- b. breaches any of these terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 16 or payment of Licence fees that are not paid with in full in accordance with the requirements set out in the feast schedule); or
- c. if the Licensee or the Licensee's business becomes insolvent or the Licensee's business goes into liquidation or as a receiver or manager appointed of any of its assets or if the Licensee becomes insolvent, or makes any arrangement with the Licensee's creditors, or become subject to any similar insolvency event in any jurisdiction,

the Licensor may take any or all of the following actions, at its sole discretion:

- d. Terminate this Agreement and the Licensee's use of the Product and the website;
- e. suspend for any definite or indefinite period of time, the Licensee's use of the Product and website;
- f. suspend or terminate access to all or any data;
- g. take either of the actions in sub – clauses d-f) of this clause 11 in respect of any or all other persons whom the Licensee has authorised to have access to the Licensee's informational data.

11.4. For the avoidance of doubt, if payment of any invoice for Licence fees due in relation to any of the Licensee's contacts, or any of insert is not made in accordance with the requirements set out in the Licence fee schedule, the Licensor may suspend or terminate:

- a. the Licensee's use of the Product; and or
- b. the authority for all or any of the Licensee's agents to use the Product; and or
- c. the Licensee's rights of access to all or any data.

12. Accrued rights

Termination of these terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement the Licensee will:

- a. remain liable for any accrued charges on amounts which become due and payable for payment before or after termination; and
- b. immediately cease to use the Product and the website.

13. Information retention

13.1. The length of time we keep your personal data depends on what it is and whether we have an ongoing business need to retain it (for example, to provide you with a service you've requested or to comply with applicable legal, tax or accounting requirements).

13.2. We'll retain your personal data for as long as we have a relationship with you and for a period of time afterwards where we have an ongoing business need to retain it, in accordance with our data retention policies and practices. Following that period, we'll make sure it's deleted or anonymised.

14. Confidentiality and privacy

14.1. Unless the relevant Party has the prior written consent of the other or unless required to do so by law:

- a. Each Party will preserve the confidentiality of all confidential information of the other obtained in connection with these terms. Neither Party will, without the prior written consent of the other, disclose or make any confidential information available to any person, or use the same for its own benefit, other than as contemplated by these terms.
- b. Each Party's obligations under this clause will survive termination of these terms.
- c. The provisions of clause 12 shall not apply to any information, which:
 - i. Is or becomes public knowledge other than by a breach of this clause;
 - ii. Is received from a third-party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - iii. Is in the possession of risk the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party; or
 - iv. Is independently developed without access to the confidential information.

14.2. The Licensor maintains a privacy policy that sets out the Parties' obligations in respect of personal and financial information. The Licensee should read that policy at www.edockets.app and the Licensee will be taken to have accepted that policy when the Licensee accepts these terms.

15. Consumer guarantee

15.1. The Licensee warrants and represents that the Licensee is acquiring the right to access and use the Product for the purpose of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Product, the website or these terms.

15.2. To the maximum extent permitted by law, the Licensor excludes all liability and responsibility to the Licensee (or any other person) in contract, tort (including negligence), or otherwise, for any loss, (including loss of information, data, profits and savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Product or website.

15.3. If the Licensee suffers loss or damage as a result of the lessor's negligence or failure to comply with these terms, any claim by the Licensee against the Licensor arising from the Licensor's negligence or failure will be limited in respect of one incident, or series of connected incidents, to the Licence fees paid by the Licensee in the previous 12 months.

15.4. If the Licensee is not satisfied with the Product, the Licensee's sole and exclusive remedy is to terminate these terms in accordance with clause 11.

16. Payment Terms

16.1. Subscriptions are paid in advance.

16.2. Each Subscription renewal will begin on the first day and end on the day of each calendar month.

16.3. All payments are to be made via Credit or Debit Card.

16.4. All Subscription renewal payments will be processed on the first of each calendar month.

16.5. Services signed up mid or part way through a month will be charged a pro rata rate based on the remaining days left in the calendar month, then payment falls into schedule as per sub clause 16.4.

16.6. There are no refunds on cancelled Subscriptions which occur part way through the calendar month.

16.7. Subscription costs are subject to change throughout the duration of use, adequate notice will be provided in these circumstances.

17. Proper Law

17.1. This Agreement is to be construed according to the laws of South Australia and the parties submit themselves to the jurisdiction of the Courts of South Australia and any competent appellate courts ("the Courts").

17.2. The Parties irrevocably agree and undertake:

17.2.1. To the sole and exclusive jurisdiction of the Courts; and

17.2.2. a Party shall not commence or continue any action, matter or proceeding in any other court or tribunal ("Unauthorised Action"), without the signed approval or consent of the other party; and

17.2.3. To the grant in any other court or tribunal of an injunction restraining the commencement and or continuation of any Unauthorised Action

17.2.4. Further to paragraph **17.2.3**, the cost of any injunction (and anything related to the injunction) shall be the sole cost and expense of the Party in breach of this clause 17 payable:

17.2.4.1. on a full (solicitor and own client) indemnity basis

17.2.4.2. on demand to the Party and irrespective of whether any amount is paid by the Party not in breach of this clause 17.

18. Force majeure

18.1. Neither party shall be liable to the other for any failure to perform or delay in performance of its obligation hereunder other than an obligation to pay moneys caused by (i) Act of God (ii) outbreak of hostilities, riot, civil disturbance, acts of terrorism (iii) the act of any government or authority (including, revocation of any license or consent) (iv) explosion, flood, fog or bad weather (v) theft, malicious damage, strike, lockout or industrial action of any kind (vi) any cause or circumstance whatsoever beyond its reasonable control.

19. Variation

19.1. The Parties irrevocably agree and undertake that the Licensor may amend or vary this Agreement from time to time and such amendments or variations shall take effect as and from the time written notice is given to the customer.

20. General provisions

20.1. Any provision of, or the application of any provision of this Agreement, which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.

20.2. Any provision of, or the application of any provision of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.

20.3. The failure, delay, relaxation or indulgence on the part of a part in exercising, in part or whole, any power, right or remedy conferred upon that Party by these Terms shall not operate as a waiver of that power, right, or remedy.

20.4. If either party waives any breach of these terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

20.5. Neither Party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money.

20.6. This Agreement contains the entire Agreement between the Parties and supersedes any previous understandings, commitments or agreements, oral or written.

20.7. If a clause is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Agreement.

20.8. This Agreement shall be governed by and construed in accordance with the laws of South Australia in the Commonwealth of Australia. The Parties irrevocably exclude that this Agreement shall be governed by and construed in accordance with the laws of any State other than the State of South Australia.

20.9. Any notice given under these terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to the Licensor must be sent to insert an email address or to any other email address notified by email to the Licensee by the Licensor. Notices to the Licensee will be sent to the email address which the Licensee provided when setting up the Licensee's access to the Product.

20.10. A person or entity who is not a party to these terms has no right to benefit under or to enforce any of these terms.

SCHEDULE 1 LICENSEE

PERSONAL DETAILS

Full Name: _____

Date of Birth: _____

Residential Address: _____

Email address: _____

Contact Number: (____) _____

BUSINESS DETAILS

Company Name: _____

Australian Business Number: _____

Business Address: _____

Email address: _____

Business Phone Number: (____) _____

SCHEDULE 2 PRODUCT

Name of Product: eDockets

Details of Product: The Product is the means of an electronic online track and trace monitoring system of individually serialized express deposit satchels in banking services made available (as may be changed or updated from time to time) via the website.



DOCKET S

