

1. Definitions

- 1.1 "I2N" means In2networks Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of In2networks Pty Ltd.
- 1.2 "Client" means the person/s requesting I2N to provide the Services as specified in any invoice, document or order, and if there more than one person requesting the Services is a reference to each person jointly and severally.
- 1.3 "Services" means interactive access to the Internet provided by I2N to the Client (for the Client's use), including any computer resources, software, data storage, computer communications facilities, Products, IP address and/or any other equipment supplied ancillary to the Services ("Products") in order to facilitate the provision of Services. Where the context so permits the terms 'Services' or 'Products' shall be interchangeable for the other. Any Products supplied to the Client by I2N on a loan basis (for the duration of the Services):
 - (a) remains I2N's sole property;
 - (b) may be changed, substituted, revoked or repossessed by I2N at I2N's sole discretion at any time; and
 - (c) is not transferable.
- 1.4 "Price" shall mean the cost (plus any GST where applicable) of the Services as agreed between I2N and the Client subject to clause 4 of this contract.
- 1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this agreement, either party's Intellectual Property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information and pricing details.
- 1.6 "GST" means Goods and Services Tax as defined within the "A New Tax System (Goods and Services Tax) Act 1999" (Cth).

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by I2N.
- 2.2 These terms and conditions may only be amended with both parties consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and I2N.
- 2.3 None of I2N's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of I2N in writing nor is I2N bound by any such unauthorised statements.
- 2.4 Once accepted by the Client, I2N's quotation shall be deemed to interpret correctly the Client's instructions, whether written or verbal. Where verbal instructions only are received from the Client, I2N shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.
- 2.5 Any advice, recommendations, information, assistance or service provided by I2N in relation to Services provided is given in good faith, is based on information provided to I2N, and I2N's own knowledge, and experience. Whilst it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Services, human error is possible under these circumstances, and I2N shall make all effort to offer the best solution to the Client.
- 2.6 The Client warrants that it has not relied on any representation made by I2N which has not been stated expressly in this agreement or upon any descriptions or illustrations or specifications contained in any document, including any catalogues or publicity material produced by I2N.
- 2.7 The Services supplied under this agreement do not include, unless otherwise specified in writing by I2N:
 - (a) travel and accommodation required to provide authorised on-site Services;
 - (b) courier and freight charges;
 - (c) products and services supplied by a third party. Where the provision of Services requires I2N to obtain products and/or services from a third party, the agreement between I2N and the Client shall incorporate, and shall be subject to, the conditions of supply of such products and/or services to I2N, and the Client shall be liable for the cost in full including I2N's margin of such products and/or services;
 - (d) support of other software, accessories, attachments, machines, hardware, peripherals, systems or other devices not supplied by I2N;
 - (e) rectification of lost or corrupted data arising from any reason other than the negligence, fault or omission of I2N;
 - (f) support which is rendered more difficult because of any changes, alternation, addition, modifications or variations to the Services, the operating system or the operating environment;
 - (g) attendance to faults caused by using the Products;
 - (h) diagnosis or rectification of problems not associated with the Products;
 - (i) loss or damage caused directly or indirectly by operator error or omission and over which I2N has no control; and
 - (j) any direct costs other than I2N's personnel's time and ordinary overheads.
- 2.8 If applicable, these terms and conditions may be meant to be read in conjunction with I2N's Service Maintenance Agreement, and if there are any inconsistencies between the two documents then the terms and conditions contained therein shall prevail.
- 2.9 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 9 of the Electronic Transactions Act 2000 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Change in Control

- 3.1 The Client shall give I2N not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by I2N as a result of the Client's failure to comply with this clause.

4. Price and Payment

- 4.1 At I2N's sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by I2N to the Client; or
 - (b) I2N's quoted price (subject to clause 4.2) which will be valid for the period stated in this contract and/or I2N's quotation or otherwise for a period of fourteen (14) days.
- 4.2 *Additional and/or Varied Services:*

- (a) I2N agrees that there will be no charge in the preparation of the initial quotation, which may include Client discussions, project scoping, research, testing and business analysis, etc. However, in some instances the aforementioned services may be charged to the Client additionally (at I2N's sole discretion).
 - (b) I2N reserves the right to amend the Price where there is any variation to the accepted plan of scheduled Services, or instructions/specifications, which will be charged for on the basis of I2N's standard hourly rates (and double such rate for any Services provided outside I2N's normal business hours) and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion;
 - (c) as a result of increases beyond our reasonable control in the cost of materials or labour (e.g. third-party suppliers' costs, etc.), or due to currency exchange rates.
- 4.3 Variations will be charged for on the basis of I2N's quotation, and will be detailed in writing, and shown as variations on I2N's invoice. The Client shall be required to respond to any variation submitted by I2N within ten (10) working days. Failure to do so will entitle I2N to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 4.4 At I2N's sole discretion, a non-refundable deposit/set-up fee of up to thirty percent (30%) of the Price may be required.
- 4.5 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by I2N, which may be:
- (a) on or before delivery of the Products and/or Services;
 - (b) by way of instalments/progress payments in accordance with I2N's payment schedule;
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by I2N.
- 4.6 Payment may be made by cash, bank cheque, electronic/on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and I2N.
- 4.7 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to I2N an amount equal to any GST I2N must pay for any supply of Services by I2N under this or any other agreement. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 4.8 Receipt by I2N of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then I2N's ownership or rights in respect of the Services, and this agreement, shall continue.
- 4.9 Unless agreed to by I2N, the Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by I2N, nor to withhold payment of any amount because part of the Services are in dispute. Any invoice query/dispute will not be recognised if notified outside of fourteen (14) days from the date of the invoice.
- 5. Fixed Contract Term**
- 5.1 The Services shall continue for the term stipulated in this agreement and, upon expiration of this term, will continue on a monthly basis, unless terminated in accordance with clause 17.
- 5.2 Subject to clause 17.1, if the Client wishes to terminate the Services during the term stipulated, I2N may charge the Client an early termination fee, the amount of which will depend on the Services acquired by the Client and the date of termination. At I2N's sole discretion, the termination fee may equate to the amount due on the remaining contract.
- 5.3 I2N may terminate the Services prior to the expiry of the fixed contract term at any time (without charging an early termination fee) if I2N gets the Client's consent to do so, and:
- (a) I2N appropriately off-set the effect of the termination on the Client, e.g. credit or rebate; and/or
 - (b) I2N migrates the Client to alternative services for the remainder of the fixed contract term.
- 6. Terms of Use**
- 6.1 When the Client uses the Services, the Client must:
- (a) comply with all laws, all directions by a regulator, all notices issued by authorisation of, or under, law (e.g. Copyright Act 1968 (Cth)) and reasonable directions by I2N; and
 - (b) keep the Client's account information, password, data and Products confidential and secure. The Client remain responsible for any use or misuse of such; and
 - (c) follow any reasonable instructions provided by I2N in relation to the Services; and
 - (d) access and use the Services solely in accordance with these terms and conditions and any reasonable instructions provided by I2N; and
 - (e) employ back-up power and surge protectors at the Client's premises; and
 - (f) respond promptly to I2N's communications in relation to the Services; and
 - (g) provide accurate and prompt responses to I2N's requests for any information or documentation reasonably required by I2N to provide the Services.
- 6.2 The Client must not:
- (a) use, or attempt to use, or permit another person to use or attempt to use, the Services:
 - (i) so as to cause offence, to defame, abuse, communicate obscenities, menace or annoy;
 - (ii) for any purpose or activity of an illegal or fraudulent nature in any jurisdiction, including damaging any property or injuring or killing any person, to breach the security of any computer network (hacking), to breach any persons privacy, or to distribute unsolicited software or junk mail;
 - (iii) for advertising purposes without I2N's express written consent;
 - (iv) to breach any of the intellectual property rights held by I2N or any third party;
 - (v) to transmit, publish or communicate materials which is defamatory, offensive, abusive, indecent, menacing or unwanted;
 - (vi) to expose I2N to liability (including any claims for damages);
 - (vii) in any way which damages, interferes with or interrupts the Services, or a supplier's network used to provide the Services;
 - (viii) to intercept or attempt to intercept any communication not otherwise intended for the Client; and

- (ix) contact I2N's suppliers or the wholesale/carrier or third party provider of a service in relation to the Services or service faults. The supplier may impose a fee for doing so and this fee will be passed onto the Client. They may, however, contact the Client in relation to any reported service difficulties in relation to appointment making and service restoration, and for this reason I2N will need to provide the Client contact details to such parties.
- 6.3 If, in I2N's opinion, the Services are being used by anyone in breach of these terms and conditions (including clause 6) or Internet etiquette, I2N may:
- (a) refuse to post such infringing information to public areas;
 - (b) remove, review or edit such infringing information from any computer on I2N's network, with the exception of private electronic messages;
 - (c) discontinue any infringing communication;
 - (d) suspend the Services indefinitely, or for a specific period;
 - (e) terminate the Services, and refuse to provide the Services to the Client, or the Client's associates, in the future;
 - (f) inform appropriate government and regulatory authorities of suspected illegal or infringing conduct.
- 6.4 The Client authorises I2N to delete without notice or liability any information or materials found on the Products (or equipment controlled by I2N) that is found to be of an obscene nature, unauthorised, unlawful, uncollected for an excessive period of time or excessive in volume.

7. Provision of the Services

- 7.1 I2N may provide the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.
- 7.2 Any time specified by I2N for provision of the Services is an estimate only and I2N will not be liable for any loss or damage incurred by the Client as a result of provision being late. However both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that I2N is unable to provide the Services as agreed solely due to any action or inaction of the Client, then I2N shall be entitled to:
- (a) charge the Client additionally for re-providing the Services at a later time and date; or
 - (b) subject to clause 17.3(b), terminate the contract.

8. Risk and Limitation of Liability

- 8.1 The Client acknowledges and agrees that I2N shall not be held responsible or liable for:
- (a) any form of loss or damage of any nature whatsoever suffered, whether arising directly or indirectly, by the Client or any person related to or dealing with the Client out of, in connection with or reasonably incidental to the provision of the Services by I2N to the Client;
 - (b) any supplied content breaching any Acts, legislation or regulations, unless due to the negligence of I2N;
- 8.2 The Client agrees that, in view of their nature, the Client's use of the Services is at their sole risk. Whilst I2N will endeavour to ensure that the Services are of a high quality, neither I2N (nor any of their agents, contractors, licensees, employees or third-party providers involved in providing the Services) give any guarantee that the Services will be uninterrupted or free from error. Where necessary for commercial, technical or other reasons:
- (a) any third-party provider connected to the Services may suspend or terminate its connection to the Services; and
 - (b) the Services may suspend or terminate their connection to any third-party provider.
- 8.3 Where the Client relocates, then any third party ISP or vendor's terms and conditions will be applied to the contact of which those terms shall be forwarded to the Client by I2N.
- 8.4 The Client agrees that any such suspension or termination referred to in clause 8.2(b) above will not constitute a breach of this agreement by I2N and that the Services are provided on an "as is" basis without guarantee of any kind.
- 8.5 The Client further agrees that I2N will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which the Client may incur as a result of a suspension of the Services in accordance with clause 8.2(a) above.
- 8.6 Subject to clause 13, I2N shall be under no liability whatsoever to the Client for any indirect, incidental, special and/or consequential loss and/or expense, claim and/or cost (including legal fees and commissions, loss of profit, business, contracts, opportunity, goodwill, reputation and/or anticipated saving) and/or for any loss or corruption of data suffered by the Client arising out of a breach by I2N of these terms and conditions and/or caused by any failure by the Client to comply with their obligations under this agreement (alternatively I2N's liability shall be limited to damages which under no circumstances shall exceed the Price).

9. Access

- 9.1 I2N may need to access the property in order to provide the Services. The Client agrees to provide I2N safe access to the property to:
- (a) install any Products to facilitate the provision of Services to the Client;
 - (b) inspect, test, maintain and repair or replace the Products; and
 - (c) recover the Products after the Services have been terminated. I2N shall not be liable for any costs of removing the Products or remediation of the property.
- 9.2 If the Client does not own the property, it is the Client's responsibility to get the owner's permission for I2N to access the property and install any Products.
- 9.3 The Client owes I2N the value of the Products as a debt due if I2N cannot access the property to recover it, or in the event the Products are lost or damaged.

10. Title

- 10.1 I2N and the Client agree that the Client's obligations to I2N for the provision of Services shall not cease (and ownership of any Products shall not pass) until:
- (a) the Client has paid I2N all amounts owing to I2N for the Services; and
 - (b) the Client has met all other obligations due by the Client to I2N in respect of all contracts between I2N and the Client.
- 10.2 It is further agreed that, until ownership of the Products passes to the Client in accordance with clause 10.1:

- (a) the Client is only a bailee of the Products and must return the Products to I2N on request.
- (b) the Client holds the benefit of the Client's insurance of the Products on trust for I2N and must pay to I2N the proceeds of any insurance in the event of the Products being lost, damaged or destroyed.
- (c) the Client must not sell, dispose, or otherwise part with possession of the Products other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Products then the Client must hold the proceeds of any such act on trust for I2N and must pay or deliver the proceeds to I2N on demand.
- (d) the Client should not convert or process the Products or intermix them with other Products but if the Client does so then the Client holds the resulting product on trust for the benefit of I2N and must sell, dispose of or return the resulting product to I2N as it so directs.
- (e) the Client irrevocably authorises I2N to enter any premises where I2N believes the Products are kept and recover possession of the Products.
- (f) I2N may recover possession of any Products in transit whether or not delivery has occurred.
- (g) the Client shall not charge or grant an encumbrance over the Products nor grant nor otherwise give away any interest in the Products while they remain the property of I2N.
- (h) I2N may commence proceedings to recover the Price notwithstanding that ownership of the Products has not passed to the Client.

11. Personal Property Securities Act 2009 ("PPSA")

- 11.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 11.2 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in all Products and/or collateral (account) – being a monetary obligation of the Client to I2N for Services – previously provided (if any) and that will be provided in the future by I2N to the Client.
- 11.3 The Client undertakes to:
 - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which I2N may reasonably require to:
 - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 11.3(a)(i) or 11.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, I2N for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any registration made thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of I2N;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Products and/or collateral (account) in favour of a third party without the prior written consent of I2N.
- 11.4 I2N and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 11.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 11.6 The Client waives their rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 11.7 Unless otherwise agreed to in writing by I2N, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 11.8 The Client must unconditionally ratify any actions taken by I2N under clauses 11.3 to 11.5.
- 11.9 Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

12. Security and Charge

- 12.1 In consideration of I2N agreeing to provide Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 12.2 The Client indemnifies I2N from and against all I2N's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising I2N's rights under this clause.
- 12.3 The Client irrevocably appoints I2N and each director of I2N as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalf.

13. Defects, Warranties and the Competition and Consumer Act 2010 (CCA)

- 13.1 The Client must inspect I2N's Services on completion and must within seven (7) days notify I2N in writing of any evident defect in the Services provided (including I2N's workmanship) or of any other failure by I2N to comply with the description of, or quote for, the Services which I2N was to provide. The Client must notify any other alleged defect in I2N's Services as soon as is reasonably possible after any such defect becomes evident. Upon such notification the Client must allow I2N to review the Services that were provided.
- 13.2 Under applicable State, Territory and Commonwealth Law (including, without limitation the CCA), certain statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) may be implied into these terms and conditions ("Non-Excluded Guarantees").
- 13.3 I2N acknowledges that nothing in these terms and conditions purports to modify or exclude the Non-Excluded Guarantees.
- 13.4 Except as expressly set out in these terms and conditions or in respect of the Non-Excluded Guarantees, I2N makes no warranties or other representations under these terms and conditions including, but not limited to, the quality or suitability of the Services. I2N's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 13.5 If the Client is a consumer within the meaning of the CCA, I2N's liability is limited to the extent permitted by section 64A of Schedule 2.

- 13.6 If I2N is required to rectify, re-provide, or pay the cost of re-providing the Services under this clause or the CCA, but is unable to do so, then I2N may refund any money the Client has paid for the Services but only to the extent that such refund shall take into account the value of Services which have been provided to the Client which were not defective.
- 13.7 If the Client is not a consumer within the meaning of the CCA, I2N's liability for any defective Services is:
- (a) limited to the value of any express warranty provided to the Client by I2N at I2N's sole discretion;
 - (b) limited to any warranty to which I2N is entitled, if I2N did not manufacture the Products;
 - (c) otherwise negated absolutely.
- 13.8 Notwithstanding clauses 13.1 to 13.7 but subject to the CCA, I2N shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to properly maintain or store the Products;
 - (b) the Client using the Products for any purpose other than that for which they were designed;
 - (c) the Client continuing to use the Products after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (d) interference with the Services by the Client or any third party without I2N's prior approval;
 - (e) the Client failing to follow any instructions or guidelines provided by I2N;
 - (f) fair wear and tear, any accident, or act of God.
- 13.9 In the case of second hand Products, unless the Client is a consumer under the CCA, the Client acknowledges that it has had full opportunity to inspect the second hand Products prior to delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by I2N as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that I2N has agreed to provide the Client with the second hand Products and calculated the Price of the second hand Products in reliance of this clause 13.9.
- 13.10 Notwithstanding anything contained in this clause if I2N is required by a law to accept a return then I2N will only accept a return on the conditions imposed by that law.

14. Intellectual Property

- 14.1 If during the course of providing the Services, I2N develops, discovers, or puts into operation a new concept, product or process which is capable of being patented, then such concept, product or process shall be and remain the property of I2N and the Client shall not use or supply the same in any way whatsoever without first obtaining the written consent of I2N.
- 14.2 The Client warrants that all designs, specifications or instructions given to I2N will not cause I2N to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify I2N against any action taken by a third party against I2N in respect of any such infringement.

15. Default and Consequences of Default

- 15.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at I2N's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 15.2 If the Client owes I2N any money the Client shall indemnify I2N from and against all costs and disbursements incurred by I2N in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, I2N's contract default fee, and bank dishonour fees).
- 15.3 Further to any other rights or remedies I2N may have under this contract, if a Client has made payment to I2N, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by I2N under this clause 15 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.
- 15.4 Without prejudice to any other remedies I2N may have, if at any time the Client is in breach of any obligation (including those relating to payment, whether or not the payment is due to I2N) I2N may suspend or terminate the provision of Services to the Client (including, but not limited to, email and website hosting, online document storage, online backups, antivirus services), and any of its other obligations under the terms and conditions. I2N will not be liable to the Client for any loss or damage the Client suffers because I2N has exercised its rights under this clause.
- 15.5 Without prejudice to I2N's other remedies at law I2N shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to I2N shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to I2N becomes overdue, or in I2N's opinion the Client will be unable to make a payment when it falls due;
 - (b) The Client has exceeded any applicable credit limit provided by I2N;
 - (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

16. Confidentiality

- 16.1 Subject to clause 16.2, each party agrees to treat as confidential the other party's Confidential Information, and agree not to divulge it to any third party, without the other party's written consent.
- 16.2 Both parties agree to:
- (a) use the Confidential Information of the other party only to the extent required for the purpose it was provided;
 - (b) not copy or reproduce any of the Confidential Information of the other party in any way;
 - (c) only disclose the other party's Confidential Information to:
 - (i) employees and third-party providers who need access to the information and who have agreed to keep it confidential;
 - (ii) its legal advisers and insurance providers if those persons undertake to keep such information confidential; and

- (iii) not disclose the other party's Confidential Information to any person not referred to in this clause except with the other party's prior written consent or if required by law, any stock exchange or any regulatory body.
- 16.3 Either party must promptly return or destroy all Confidential Information of the other party in its possession or control at the other party's request unless required by law to retain it.
- 16.4 Confidential Information excludes information:
 - (a) generally available in the public domain (without unauthorised disclosure under this agreement);
 - (b) received from a third party entitled to disclose it;
 - (c) that is independently developed.
- 16.5 The obligations of this clause 16 shall survive termination or cancellation of this agreement.
- 17. Cancellation and Termination**
- 17.1 Either party may, without liability, cancel these terms and conditions or cancel provision of the Services:
 - (a) if there is no contract term specified, at any time by giving thirty (30) days' notice to the other party;
 - (b) if a contract term is specified, at any time after the end of the contract term by giving thirty (30) days' notice to the other party;
- 17.2 I2N may, in addition to their right to cancel under clause 17.1:
 - (a) do so at any time:
 - (i) prior to the commencement of the Services, by giving notice to the Client, in the event I2N determine it is not technically, commercially or operationally feasible to provide the Services to the Client;
 - (ii) in the event the Client materially breaches these terms and conditions, and such breach is not capable of remedy.
- 17.3 In the event that the Client:
 - (a) cancels the provision of Services prior to the expiry of any specified contract term, then the Client shall be liable to pay for the provision of the Services until the expiration of the contract term;
 - (b) fails to give notice of intention to cancel at least thirty (30) days prior to the expiration date of the contract term, the contract term shall automatically renew on a monthly basis, unless cancelled by way of the Client providing I2N with thirty (30) days' notice.
- 17.4 Should the Client, for any reason, cause the Services to be delayed for more than three (3) months after the acceptance date, this agreement will be terminated by I2N (at their sole discretion) and all Services completed, but not billed or paid, will be payable in full within fourteen (14) days from the date of the submitted invoice.
- 18. Privacy Act 1988**
- 18.1 The Client agrees for I2N to obtain from a credit reporting body (CRB) a credit report containing personal credit information (e.g. name, address, D.O.B, occupation, previous credit applications, credit history) about the Client in relation to credit provided by I2N.
- 18.2 The Client agrees that I2N may exchange information about the Client with those credit providers and with related body corporates for the following purposes:
 - (a) to assess an application by the Client; and/or
 - (b) to notify other credit providers of a default by the Client; and/or
 - (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
 - (d) to assess the creditworthiness of the Client including the Client's repayment history in the preceding two (2) years.
- 18.3 The Client consents to I2N being given a consumer credit report to collect overdue payment on commercial credit.
- 18.4 The Client agrees that personal credit information provided may be used and retained by I2N for the following purposes (and for other agreed purposes or required by):
 - (a) the provision of Services; and/or
 - (b) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Services; and/or
 - (c) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (d) enabling the collection of amounts outstanding in relation to the Services.
- 18.5 I2N may give information about the Client to a CRB for the following purposes:
 - (a) to obtain a consumer credit report;
 - (b) allow the CRB to create or maintain a credit information file about the Client including credit history.
- 18.6 The information given to the CRB may include:
 - (a) personal information as outlined in 18.1 above;
 - (b) name of the credit provider and that I2N is a current credit provider to the Client;
 - (c) whether the credit provider is a licensee;
 - (d) type of consumer credit;
 - (e) details concerning the Client's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
 - (f) advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Client no longer has any overdue accounts and I2N has been paid or otherwise discharged and all details surrounding that discharge (e.g. dates of payments);
 - (g) information that, in the opinion of I2N, the Client has committed a serious credit infringement;
 - (h) advice that the amount of the Client's overdue payment is equal to or more than one hundred and fifty dollars (\$150).
- 18.7 The Client shall have the right to request (by e-mail) from I2N:
 - (a) a copy of the information about the Client retained by I2N and the right to request that I2N correct any incorrect information; and
 - (b) that I2N does not disclose any personal information about the Client for the purpose of direct marketing.

- 18.8 I2N will destroy personal information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 18.9 The Client can make a privacy complaint by contacting I2N via e-mail. I2N will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Information Commissioner at www.oaic.gov.au.

19. Dispute Resolution

- 19.1 If a dispute arises between the parties to this contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. Any arbitration shall be:
- (a) referred to a single arbitrator to be nominated by the President of the Institute of Arbitrators Australia; and
 - (b) conducted in accordance with the Institute of Arbitrators Australia Rules for the Conduct of Commercial Arbitration.

20. Unpaid Seller's Rights

- 20.1 Where the Client has left any item with I2N for repair, modification, exchange or for I2N to perform any other service in relation to the item and I2N has not received or been tendered the whole of any monies owing to it by the Client, I2N shall have, until all monies owing to I2N are paid:
- (a) a lien on the item; and
 - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 20.2 The lien of I2N shall continue despite the commencement of proceedings, or judgment for any monies owing to the Seller having been obtained against the Client.

21. General

- 21.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2 These terms and conditions, and any agreement to which they apply, shall be governed by the laws of New South Wales the state in which I2N's has its principal place of business, and are subject to the jurisdiction of the courts of Liverpool, New South Wales.
- 21.3 Neither party to this contract may assign this contract, any payment or any other right, benefit or interest under this contract without the written consent of the other party (which shall not be unreasonably withheld).
- 21.4 I2N may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of I2N's sub-contractors without the authority of I2N.
- 21.5 The Client agrees that I2N may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for I2N to provide Products to the Client.
- 21.6 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 21.7 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.