



MASTER SERVICES AGREEMENT

This document sets out the Standard terms and conditions on which Infinitum Technologies Pty Ltd [ABN 80 615 516 759] (“Infinitum Technologies”) provides Services to you, the Customer. You accept these Terms and Conditions when you enter into a Managed Service agreement with Infinitum Technologies. When you have accepted these Terms and Conditions, they become a legal agreement between you and Infinitum Technologies Pty Ltd. This MSA is to be read in conjunction with the Hosting Terms and Conditions and or the Managed Service Agreement Terms and Conditions. Please read it carefully. Once you have accepted these Terms and Conditions, you can always access and review them via the Infinitum Technologies Website, its contents are owned and operated by Infinitum Technologies Pty Limited (“Infinitum Technologies”).

1. Customer Portal

1.1 Infinitum Technologies Customer Portal: “Customer Portal” means a unique, live and interactive website page individualised for the Customer which the Customer may access at the Infinitum Technologies Website after supplying its User ID and Password. When accessed, the Customer Portal will allow the customer to:

- 1.1.1** Log Jobs;
- 1.1.2** Access and update all outstanding Tickets in the Job queue;
- 1.1.3** Print copies of Invoices

1.2 Password Access: Infinitum Technologies will provide the Customer with User ID and Password to access the Customer Portal for the purposes specified in clause 1.1. Customer is solely responsible for maintaining the secrecy and confidentiality of its User ID and Password assigned to it or its nominated representatives and is and remains liable for any fees or charges incurred by any person accessing the Control Panel by using that User ID and Password.

2. Office Hours

2.1 Infinitum Technologies Standard office hours are Monday to Friday 8:30am – 5pm excluding Public Holidays.

2.2 Infinitum Technologies extended support hours are Monday to Saturday 6AM – 8PM

2.3 Outside of the hours in clauses 2.1 and 2.2 Infinitum Technologies operates an after hour’s phone service. Depending on your agreement calls to this service may be chargeable.

3. Payment of Fees

3.1 Payment of Hosting Fees: Customer agrees to pay the fees set out in Original Quote or Agreement and such other charges and fees as may properly be incurred by it under this Agreement, including without limitation:

- 3.1.1** Charges for excess data, traffic, bandwidth and/or power usage by Customer; (Unless on an Unlimited data plan) and
- 3.1.2** Additional license fees charged to Infinitum Technologies under software licenses where fees are calculated by reference to usage or number of users or mailboxes.

3.2 Usage Charges: Where applicable, Usage Charges for Bandwidth are measured by the billing data collection devices that measure data traffic at the Infinitum Technologies router interface at the edge of the Infinitum Technologies network, and are calculated according to the service quote accepted by Customer. In the event of a billing dispute, Customer





acknowledges and agrees that it will accept these data traffic records as accurate and final records of the data traffic to which they relate.

- 3.3 Invoices:** Infinitem Technologies will issue and post invoices on the customer portal in accordance with its billing cycle, as from time to time notified to Customer.
- 3.3.1** For fixed or recurring charges, in advance;
- 3.3.2** For variable charges including Usage Charges and excess Usage Charges, Microsoft SPLA Licensing in arrears;
- 3.3.3** Otherwise as notified by Infinitem Technologies from time to time.
- 3.4 Billing Periods:** Infinitem Technologies will use its best endeavours to bill all charges for the relevant billing period in the invoice relating to that period. Where charges relating to that billing period arise for any reason after the invoice is issued, including without limitation late notification of a Supplier of billing errors, Infinitem Technologies may include such charges on a later invoice.
- 3.5 Payment Authorities:** Customer will pay all outstanding Balances either by Direct Deposit or Credit Card, to its nominated account.
- 3.6** All customer trading terms are cash on delivery (COD) unless otherwise agreed to in writing by Infinitem Technologies.
- 3.7** Accounts are in default if payment is not received within 7 days of the due date as stipulated on the invoice. Accounts in default are subject to service interruption without notice. Such interruption does not relieve the Customer of the obligation to pay any outstanding balance, Accounts in default are subject to an interest charge of the lesser of 10% per month, or the maximum rate permitted by law, on the outstanding balance. The Customer agrees to pay Infinitem Technologies its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under this agreement.
- 3.8 Credit Information:** The Customer hereby agrees and consents to Infinitem Technologies acquiring a credit report from any credit reporting agency containing personal information (as well as information concerning commercial creditworthiness and activities) for purpose of assessment by Infinitem Technologies of an application for credit (whether commercial or private) or for the collection of payments which are overdue. The Customer also agrees and consents to Infinitem Technologies reporting information to any credit reporting agency that the Customer is in default of the trading terms of this Agreement or that it has handed over collection of the Customer's account to a collection agency.
- 3.9 Transaction Currency:** AUD – All transactions are processed in AUD
- 3.10 Merchant Charge-backs:** The Customer hereby agrees in the event of a Merchant Charge-back that the Customer Account on which the Charge-back has occurred will be placed on Credit Hold and no further transactions will be processed until the outstanding amounts are settled. An additional fee of \$25.00 per Charge-back will be applicable before Account is removed from Credit Hold. The Customer understands this may result in other services being disabled and not being renewed in event of a customer account being placed on Credit Hold.

4. Amendment of these Terms and Conditions



4.1 Amendment of Agreement: This Agreement may be amended or varied as follows:

- 4.1.1** Infinitem Technologies may from time to time or as required amend or vary these Terms and Conditions, its Acceptable Usage Policy and its Privacy Policy by publishing such amendments or variations on the Infinitem Technologies Website and notifying in writing to the Customer. These amendments and/or variations shall take effect 30 days from Customer notification.
- 4.1.2** If the Customer is unhappy about an amendment and the change materially affects the Customer and this Agreement with Infinitem Technologies, the Customer must within 30 days from the date of notification, notify Infinitem Technologies of such issue and Infinitem Technologies shall consider but not be obliged to make any specific changes or requests of the Customer, particularly if the change is as a result of a governing body or regulatory authority enforcing a change.
- 4.1.3** Infinitem Technologies shall not at any time alter the fee structure or its scope of Services provided to the Customer during the Term without consent of the Customer.

5. Privacy

- 5.1** Infinitem Technologies may collect, use and disclose information relating to the Customer for its own purposes related to the supply of its Services, including without limitation billing and account management, business management and product development. Infinitem Technology will not use any Customer information for the purposes of promotions, publications or marketing of products and services of Infinitem Technologies without the written authorisation of the Customer, and at all times will not use such information collected or authorised to be used so as to breach any Privacy Law.

6. Notices

- 6.1** Subject to clause 6.2, any notice or other communication is regarded as being given by the notifying Party and received by the receiving Party: if by delivery in person, when delivered to the address of the receiving Party; if by post, 5 Business Days from and including the date of postage; and if sent by email, in accordance with section 14 of the Electronic Transactions Act 2011 (WA), but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (receiving Party's time), it is regarded as received at 9.00am on the following Business Day.
- 6.2** Any notice to be served by Infinitem Technologies in relation to the variation or amendment of the terms set out in the Plan selected by Customer, including prices for Services and terms relating to the operation of Services, during Subsequent Terms may be served by posting the amendment or variation on Infinitem Technologies website, and in writing to Customer and such notice shall be deemed effective next business day after notifying Customer.

7. Governing Law

- 7.1** This Agreement shall be governed by the law in effect in the State Western Australia, and the parties submit to the jurisdiction of the Supreme Court of Western Australia.

8. General Provisions

- 8.1** Assignment: The Customer may not transfer its rights or obligations under this agreement to, or share them with, anyone without prior written consent of Infinitem Technologies. Infinitem Technologies may transfer its rights or obligations under this agreement to, or share them with, anyone on notice to the Customer.





- 8.2 Change in control:** In the event of any transaction to a bona fide third party person or entity, that results in the transfer of 51% or more of the voting power of Infinitem Technologies, or a sale of all or substantially all of the assets of Infinitem Technologies that would result in Infinitem Technologies ceasing to operate and provide its Services, the Customer shall be given 30 days written notice of the proposal of such change and transaction. Unless otherwise notified by the Customer of their continued use of the Services under this Agreement, this Agreement shall come to an end with effect upon the date of the change in control. For the avoidance of doubt a change of control does not occur if the transaction is a restructure, consolidation or reorganisation event to a related party or associated entity (within the meaning of the Corporations Act 2001) of Infinitem Technologies.
- 8.3 Severability:** If any provision or portion of this Agreement is held to be unenforceable, it shall be enforced to the maximum extent permissible consistent with the terms hereof, and the remainder of this Agreement shall continue in full force and effect.
- 8.4 Entire Agreement:** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings between the Parties with respect to the subject.

9. Definitions

- 9.1 Acceptable Use Policy** means the policy set out at URL <http://www.infinitem.net.au/legal/> which defines acceptable and unacceptable use of the Services by the Customer.
- 9.2 Infinitem Technologies** means Infinitem Technologies Pty Limited.
- 9.3 Infinitem Technologies Website** means the website located at the URL, <http://www.infinitem.net.au>
- 9.4 Infinitem Technologies Customer Portal** means the website located at the URL, <https://ww6.autotask.net/ClientPortal/Login.aspx?ci=702033>.
- 9.5 Business Hours** means the hours between 8.30 am and 5.00 pm on normal business days in the State of Western Australia.
- 9.6 Customer** means the end user of Services to whom Infinitem Technologies sell Services, or to whom it's authorised Resellers resell Services.
- 9.7 Privacy Law** means and includes Information Privacy Act 2009, and any other law, statute or code in Australia that regulates the dissemination and use of information about or concerning an individual person or corporation.
- 9.8 Provisioning** in relation to services provided under the Plan selected by Customer means Infinitem Technologies doing everything necessary to set up and manage those services, and includes configuring and programming its equipment, networks and databases to enable all options selected by Customer.
- 9.9 Regulatory Authority** means any competent government or statutory body or authority having jurisdiction over Infinitem Technologies.



- 9.10** Service or Services means the service or Services set out in the service quote accepted by Customer and any related Hardware, Software and additional services which Infinitem Technologies supplies in connection with the Service or Services.
- 9.11** Service Level Agreement means the agreement as published at the URL <http://www.infinitem.net.au/legal/>
- 9.12** Third-party supplier and Supplier means any supplier of goods or services (including without limitation interconnection services) used directly or indirectly by Infinitem Technologies to supply Services under this Agreement.
- 9.13** Term means the period of the service quote accepted by Customer and Subsequent Term means any further period for which this Agreement is extended.
- 9.14** Usage Charges means any charges for services which are measured, calculated or determined by reference to use of the Services by Customer.
- 9.15** User means any person or entity authorised by Customer to access and/or use the Services, and includes any person accessing any Customer website.

