

This agreement ("The Agreement") is made and entered into between The Customer and Workflow Systems and Services (ABN: 19 413 660 457) on the date of the The Company Service Signup Form for the applicable service(s).

Definitions

1. Unless the context otherwise requires:
"Acceptable Use Policy" means the The Company acceptable use policy published at www.wfsystems.com or its successor sites and forms a part of this Agreement.
"Application" means the The Company Service Signup Form and these terms and conditions.
"Commencement Date" means the date a Service has commenced.
"The Customer" or "Customer" means the customer specified in the Application.
"Customer Premises Equipment" "CPE" or "Customer Equipment" means equipment, software, and facilities used by Customer in connection with a Service excluding The Company Equipment.
"The Company Equipment" means equipment, software, and facilities provided to The Customer by The Company for use in connection with a Service.
"Service" means the service specified in the Application and any related The Company Equipment and support, with which The Company shall use reasonable efforts to provide The Customer during the Service Term.
"Service Term" means the term of a Service specified in the Application, commencing on Commencement Date, which shall automatically be extended on a month to month basis on the day each scheduled expiry date falls due, unless the Service has been terminated earlier, or notice in accordance with the general terms and conditions has been given of the intention to so terminate and the Service is subsequently terminated.

Ordering Service

2. The signed Application signifies Customer agreement to purchase and use a Service on the terms and conditions of this Agreement including without limitation the Acceptable Use Policy and the term and conditions of the Application. The Company may accept or reject an Application for any reason. The ordering of a Service shall constitute acceptance of the Application by The Company.
3. Each service ordered by The Customer is considered to be individual and covered by a separate contract and agreement with The Company. The agreement for a service provided by The Company, is legally not related, nor has any bearing on any service or its agreement with The Company. In the event that The Company is unable, or unwilling to provide The Customer with the ordered Service for a technical or any other reason, this in no way alters or has any bearing on any other Service contracts or agreements held between The Company and The Customer.
4. The Company reserves the right to change, modify, remove, replace, upgrade, migrate or any other action deem appropriate by The Company to any service, at any time and for any or no reason at the discretion of The Company.
5. In the case that any actions listed in point 4 of these terms and conditions or otherwise be taken by The Company, The Company will attempt to notify The Customer using any methods deemed appropriate by The Company no less than 14 days prior to the action being taken.
6. You must be a billing authority with your telephone voice carrier to nominate a PSTN Line Number for ADSL service.
7. Telephone account suspension, cancellation or account holder changes by your voice service provider (typically Telstra) will suspend all deployed ADSL services. To reactivate ADSL service after voice account interruption charges will be levied by the voice carrier. WFSys will pass on to your account these charges in the form of a new Line Activation Charge.

Information

8. Customer authorizes The Company to collect and disclose Customer information internally and to third parties for the purpose of assessing Customer creditworthiness at any time, recovering payments due, marketing, business development, performing its or ensuring Customer is performing its obligations pursuant to this Agreement and the Application or as otherwise required by law.
9. Subject to clause 3, each party shall keep the terms of this Agreement confidential, except that a party may make any disclosures in relation to the Agreement as, in its absolute discretion, it thinks necessary to its professional advisers, bankers, financial
27. Customer shall pay all legal and collection expenses The Company incurs in recovering payments due.
28. The method of payment by Customer shall be as determined by The Company, subject to change by The Company at any time.

Suspension & Termination

29. Either party may terminate a Service by notice in writing no less than 30 days prior to expiry of the Service Term, such termination effective on the expiry date of the Service Term. Verbal request for cancellation will not be accepted.
30. The Company may change, suspend or terminate a Service or terminate this Agreement at any time without notice for any reason including without limitation for safety reasons; maintenance; technical reasons; compliance with any law or request; if payment is overdue; if The Company suspects Customer has breached any term or condition of this Agreement including without limitation any part of the Acceptable Use Policy or any term or condition of the Application; if the Customer (if a natural person) dies or has become a bankrupt; if any step is taken for the winding up, dissolution, or administration of the Customer, or Customer enters into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them, except for the purposes of a solvent reconstruction or amalgamation; if a receiver, receiver and manager, or other controller as defined in s9 of the Corporations Law, administrator or similar officer is appointed with respect to or takes control of Customer or any of its assets and undertakings; or if Customer, being a corporation incorporated outside Australia, becomes insolvent or suffers any event or similar event to those referred above.
31. Customer may terminate a Service if The Company changes a Service in a manner adversely affecting the functionality of the Service by notice in writing to The Company within fourteen (14) days of implementation of the change; or if The Company amends the terms and conditions of this Agreement or the Application by notice in writing no less than fourteen (14) days prior to effective date of the amendment. A Customer that fails to provide notice in the prescribed time shall be deemed to have agreed to the changes or amendments respectively and forfeit the right to terminate pursuant to this clause.
32. The Company shall have the sole and absolute discretion whether or not to recommence a Service that has been suspended or terminated and charges may apply where a Service is recommenced.
33. Upon termination of this Agreement for any reason, each Service shall immediately be terminated, and Customer's right to use all email addresses, space and IP addresses supplied by The Company shall be surrendered at The Company's election, or else shall

advisers, financiers and insurers, if those persons undertake to keep information disclosed confidential; comply with any applicable law or requirement of a Governmental Agency; or any of its employees to whom it is necessary to disclose the information, if that employee undertakes to keep the information confidential.

Access

10. Customer shall provide The Company and suppliers of The Company with access to Customer premises for the purpose of performing its or ensuring Customer is performing its obligations pursuant to this Agreement and the Application or as otherwise required by law.
11. The Company shall install the Service at or to the Customer premises specified in the Application.

Customer's Obligations

12. Customer shall ensure anyone who uses a Service shall comply with the terms and conditions of this Agreement including without limitation the Acceptable Use Policy and the term and conditions of the Application.
13. Customer shall not violate any laws, codes, standards rules or regulations or the rights of any person including without limitation any intellectual property rights or otherwise act in a manner that may give rise to liability.
14. Customer shall not act in a manner that may result in unauthorized access to any information, network or computer or in a manner that may cause damage to any person.
15. Customer shall not interfere with or impair a Service.
16. Customer shall not interfere with, impair, repair or otherwise tamper with any The Company Equipment and shall cease using and return The Company Equipment immediately upon request by The Company.
17. Customer shall comply with the terms and conditions of any software license.
18. Customer shall comply with all reasonable requests or instructions of The Company.
19. Customer shall be solely responsible for selecting, purchasing, installing, configuring, maintaining of Customer Equipment and compatibility of CPE with The Company Equipment and each Service.
20. Customer shall be solely responsible for all utility charges arising in connection with each Service including without limitation any telecommunication charges.

Charges

21. Charges payable for a Service are in Australian dollars and are those specified in The Company current price list which is available upon request. The Company may change prices at any time upon thirty (30) days notice in writing to Customer, such change effective from date specified in the notice. Service pricing changes are not retrospective and do not change monthly fees in The Application.
22. All charges are exclusive of any taxes arising out of the supply of a Service or The Company Equipment. Customer shall pay such taxes including without limitation an additional amount equal to any applicable Goods and Services Tax.
23. Customer shall pay all The Company charges applicable to a Service and; early termination charges calculated as 100% of the applicable monthly usage charges multiplied by each month remaining in the Service Term (in the event of termination of a Service by Customer, or termination of Service by The Company due to Customer fault, prior to expiry of the Service Term); excess monthly usage charges; charges for service calls made by The Company at Customer request where there is no fault with The Company supplied modem or the Service; charges for the repair or replacement of the The Company supplied modem; and charges for technical support.
24. Such charges including without limitation any tax as are payable notwithstanding a ny unauthorized use, suspension or termination of, or interruption to a Service or termination of this Agreement.

Payment

25. Payment of charges are due on the date specified on the invoice, or if not specified, within Seven (7) days of the date of invoice. Charges not paid by due date shall be deemed overdue and shall bear overdue interest until paid at a rate of 24% per annum.
26. The Company may set off in whole or part any monies held by The Company against the whole or part of any charges due and payable by Customer to The Company.

terminate, and in either instance the same shall be returned to The Company. The suspension or termination of a Service or termination of this Agreement shall be without prejudice and in addition to any other rights and remedies The Company may have.

Limitation of Liability

34. The Company does not guarantee availability of a Service, nor fault-free or uninterrupted Services.
35. The Company exercises no control over and is not responsible for the content of information accessed or passing through a Service.
36. Except as expressly provided in this Agreement or the Application, The Company excludes and makes no representations or warranties of any kind in respect of the Services or the The Company equipment provided except those implied by law.
37. The Company's liability for breach of an express or implied term, to the extent permitted by law, shall be limited (at the sole option of The Company) in the case of services, to the resupply or payment of the resupply of the services; and in the case of goods (including without limitation any software) to the repair, replacement or payment of the repair or replacement of the goods, limited in aggregate to \$7,500 in any twelve (12) month period. Notwithstanding anything to the contrary in this Agreement, to the extent permitted by law, The Company excludes all liability for any damage, direct, in direct, special or consequential loss (including loss of anticipated or expected profits of any kind, loss or corruption of data, loss of revenue, delays, non delivery, mis deliveries or service interruptions, economic loss of any kind and indirect loss, in contract, tort, under any statute or otherwise (including negligence) to the Customer or any other persons arising in connection with Services or The Company Equipment provided.
39. A supplier of The Company is not liable to Customer under this Agreement for any losses, expenses or damages however caused (including, but not limited to, by the negligence of a supplier of The Company) incurred by Customer arising out of or in relation to this Agreement.
40. Customer covenants not to make any claim or commence or pursue any proceedings against a supplier of The Company in respect of any losses, expenses or damages however caused (including, but not limited to, by the negligence of a supplier of The Company) suffered by Customer in connection with this Agreement.

Indemnity

41. Customer shall defend, indemnify and hold harmless The Company, its affiliates, licensors and respective officers, directors, employees, agents and their respective

successors, and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation legal costs) resulting from a breach by Customer of any term or condition of this Agreement including without limitation any part of the Acceptable Use Policy or any term or condition of the Application.

Other

42. A third party may perform, in whole or in part, any of The Companies obligations under this Agreement and the Application.
43. The Company may pay a commission to a party who introduces Customer to The Company.
44. The Company Equipment may be provided to Customer for use in connection with a Service. Except as expressly provided to the contrary in the Application all The Company Equipment is provided pursuant to a non-exclusive non-transferable license. Such license shall be coterminous with a Service but may be terminated earlier by The Company at any time. No title or ownership in or to The Company Equipment is granted to Customer.
45. The Company may provide Customer with a CPE for use in connection with the Service – risk in the CPE passes to the Customer on delivery, and ownership passes to the Customer on payment of the installation fee.
46. Customer shall not resell or attempt to resell a Service including without limitation the Company Equipment.
47. The Company may amend the terms and conditions of this Agreement or the Application at any time upon at least ten (10) days notice in writing to Customer, such amendment effective from date specified in the notice.
48. To the extent of any inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Application, the terms and conditions of the Application shall prevail and to that extent only shall this Agreement be inoperative.
49. Customer may not assign this Agreement or the Application or its rights and obligations under the same to any person without the written consent of The Company. The Company may at any time assign its rights and obligations to any person upon written notice and without the consent of Customer.
50. If any provision of this Agreement or the Application is invalid, illegal, or unenforceable to any extent, the remainder of this Agreement or the Application shall remain in full force and effect to the extent permitted by law and shall not be affected, unless such a construction would be unreasonable.
51. A waiver by a party is only effective if it is in writing and signed by the party waiving any right or remedy. A written waiver only applies to the particular matter in respect of which it is given and is not to be taken as an implied waiver of any other matter.
52. This Agreement does not create a agency, partnership, joint venture, or the like between the parties. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party.
53. Except for the obligation for Customer to pay charges, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations pursuant to this Agreement or the Application, due to events outside the faulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, actions of governmental entities, riots, war, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control.
54. This Agreement contains everything the parties have agreed on in relation to the subject matter hereof, and supersedes and replaces any prior negotiations, arrangements, understandings or agreements, whether oral or written, relating generally to the subject matter hereof. A party cannot rely on an earlier document, or on anything said or done by any other party prior to commencement of this Agreement.
55. This Agreement and the Application shall be governed by and construed in accordance with the laws of New South Wales, Australia and the parties irrevocably submit to the nonexclusive jurisdiction of its courts.
56. The provisions in this Agreement regarding payment, limitation of liability and indemnity shall survive expiry of Service Term, suspension or termination of a Service or termination of this Agreement.

THE CUSTOMER'S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTANDS EACH OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THEM.

Signature: _____

Date: ___/___/___