

Terms and Conditions

Terms and conditions on which Aurelian Group Pty Ltd provides services to its customers

Aurelian Group Pty Ltd provides services on the following terms and conditions.

1. The meaning of some words used in these terms and conditions

We, us or **our** is a reference to Aurelian Group Pty Ltd;

You or **your** is a reference to the person to whom we are providing our Services and who is required to pay for the Services we provide;

Materials means any materials, software (SaaS or perpetually licensed), goods, parts or items we need to buy in order to perform the Services;

Parties is a reference to both us and you;

Premises means the place where we will provide the Services; and

Services means the installation we will provide in connection with Provisioning of SaaS licence of use for Zoho products as specified in the Subscription, implementation, support, maintenance and enhancement of said products.. The precise Services we will be providing to you will be stated in the Digital Business Proposal and as we agree from time to time.

2. Entering into a legally binding contract

- (a) A contract between you and us will come into being in one of two ways:
 - (i) When you sign the Digital Business Estimate or Proposal we and you will enter into a legally binding contract on the date you sign.
 - (ii) Where you and we agree orally that we should provide the Services then there will be a legally binding contract on the date of our oral agreement.
- (b) We suggest that before you sign the Digital Business Proposal or orally agree to us providing Services that you read through these terms and conditions. If you have any questions concerning them please ask us.
- (c) You should keep a copy of these terms and conditions for your records.

3. Providing the Services

- (a) Once we and you have entered into a legally binding contract we will normally start

providing the Services to you straight away or on a date agreed between us without further discussion with you. Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.

- (b) Our aim is to always provide you with the Services:
 - (i) using reasonable care and skill;
 - (ii) in compliance with commonly accepted practices and standards in Information Technology; and
 - (iii) in compliance with New South Wales laws and regulations in force at the time we are carrying out the Services.

4. Days and times when we normally provide the Services and performance of Services away from the Premises

- (a) Unless you and we agree otherwise, we will provide the Services as per our schedule, which means regular working days, between 9 am and 5:30 pm Australia Eastern Time. Due to the nature of the remotely delivered services, we may opt to deliver work outside of these schedules.
- (b) The performance of some of the Services are designed take place away from the Premises (i.e. remote services). We provide the infrastructure to deliver these services securely, and auditable via recordings for a period of at least 30 days.

5. Materials

At the time we perform the Services we may not have all the Materials we need to perform the Services. This may be for a number of reasons such as:

- (a) we have not provided an estimate and cannot reasonably establish what Materials are necessary until we start performing the Services; or
- (b) where we have provided an estimate, it may not have been reasonably possible to establish the need for particular Materials at the time we provided the estimate. The need for the particular Materials may only be revealed when we start performing the Services; or
- (c) whether or not we have provided an estimate, the condition of an item or the area which is the subject of the Services may only become apparent when we start performing the Services and it was not reasonably possible to establish it until that point.

These Materials will be acquired by us for your subscription, at the monthly price communicated to you, or will be added as a separate subscription with its own renewal schedule.

6. Timing

6.1. Our responsibility to perform the Services by particular dates

The Service is deemed to have commenced the moment your environment has been provisioned (provisioned means that the Software (SaaS or perpetually licensed) has a reserved “tenant” of your designated organisation, and you and your employees (if applicable and subscribed in the plan) can be invited to create a account).

We aim to carry out the Services for Implementation (configuration), support, maintenance, and enhancement by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:

- (a) we will start performing the Services by a specified date or time; or
- (b) we will complete the performance of all the Services by any specified date or time; or
- (c) the performance of any individual part of the Services will be completed by a specified date or time.

6.2. What can happen if we cannot start performing the Provisioning Services or complete performing the Provisioning Services

- (a) If we do not start or complete performing the Provisioning Services within a reasonable period from the date(s) we have agreed or notified then you may either:
 - (i) choose to continue to wait until we can start performing the Services or complete performing them; or
 - (ii) terminate the contract.

6.3. Situations or events outside our reasonable control

- (a) In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in paragraph (b), directly below). Where one of these occurs we will normally attempt to recommence performing the Services as soon as the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.
- (b) The following are examples of events or situations which are not within our reasonable control:
 - (i) if the Materials are not delivered on the date or at the time agreed with the supplier of the Materials (and it is not possible to obtain a

- replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);
- (ii) where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials);
 - (iii) where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependent on the other provider if ordered at short notice);
 - (iv) Where critical infrastructure, such as, but not limited to, availability of network connection to the SaaS Software as part of the Materials, is unavailable;
 - (v) for other some unforeseen or unavoidable event or situation which is beyond our control.
- (c) The following are examples of events or situations which are not within our reasonable control:
- (i) outages to critical infrastructure, such as electric (mains) power, connection to the Internet via NBN and Mobile (4G, 5G, or other available) networks;
 - (ii) outages in data centres for SaaS Licensed Software;
 - (iii) outages in networks used for sending and/or receiving SMS messages;
 - (iv) outages in DNS infrastructure, or other critical components required to access servers and services across the Internet;
 - (v) bandwidth limitations outside of our control.

7. Price, estimates and payment

7.1. Our subscription charges

Our Digital Business Services are charged periodically up-front. The period of charge is monthly, or annually (pending on the subscription type). The period covered is from the day of the invoice, up to (but not including) the same calendar day of the next period. For example - the invoice is sent on January 5th on a monthly cycle, the period is covered up to and including February 4th of that year - and a new invoice is raised on February 5th - and so on.

Invoices are due for payment immediately, unless otherwise specified on the invoice. You may pay the invoices via Electronic Remittance, or via automatic charge via Credit Card or Direct Debit if applicable.

7.2. Our charges based on subscription plans

- (a) subscription charges are a fixed charge per agreed period (usually per month);
- (b) changes to subscriptions will be reflected on the date of change and prorated to the remainder of the month. An increase in subscription fees will be charged for the prorated portion of the current month (including the day of change) immediately. A decrease in the subscription fees is prorated to the remainder of the month (excluding the day of change) and reflected in a credit on the next subscription invoice. Subsequent subscription invoices will reflect the new plan and price composition until the next change;
- (c) Changes to subscription pricing can be caused by, among others, the following reasons:
 - (i) an change in the number of licensed users; and/or
 - (ii) a change from or to “all employee licence” discount (the Digital Business Plans are calculated inclusive of the “all employee licence” discount - meaning you include a user licence for all employees on your payroll - alternatively, you indicate not wishing to comply to this term, so the “flexible user licence” price is calculated, and/or;
 - (iii) a change in the composition of the select add-ons, by either adding, or removing add-ons; and/or;
 - (iv) a change in pricing by the vendor, communicated to you via email, at least 3 months prior to the price change taking effect.
- (d) Where subscription plans contain usage charges, these are topped up via a one-time add-on, in advance. For example, the usage of SMS or Phone credits is recharged on a prepaid model. These credits are acquired on your behalf and charged as a one-time-addon. These credits are non-refundable.

7.3. Charges other than subscription plans

In certain cases, our charges may be based on Time and Materials, for clients not on a subscription plan. These charges are invoiced weekly as incurred, against the standard rate communicated to you. These invoices are due on receipt, unless explicitly indicated otherwise on the invoice.

7.4. GST

All amounts stated (whether orally or in writing) are exclusive of GST.

7.5. If you do not pay when required to

If you fail to make payment by the date or time we and you agree, we may:

- (a) charge you interest (at an interest rate of no more than the legally allowed interest rate applicable to late payment) on any outstanding amounts if those outstanding amounts remain unpaid for more than 45 days from the date of our invoice or when we asked you first to pay them; and/or
- (b) if the amounts not paid represent more than 100% of the total value of the periodic subscription fee we may suspend your access to the subscribed platform until the outstanding amounts have been paid (and received) in full, or a payment plan has been put in place and agreed to by both parties. Failing to meet the obligations of the payment plan may result in the suspension of access to the systems, services and data to be reinstated; and/or
- (c) if the amounts are continued to remain outstanding for 60 days, and the clauses agreed as mentioned in sub-clause (b) of this clause, we may consider the subscription plan terminated, where the system can be decommissioned, resulting in permanent loss of data and configuration. You will still be liable for all subscription fees, up and including to the date of decommissioning. You will no longer be able to access the systems, or data on and after that date. Any early termination fees as described in clause 10c may apply.

8. Exclusion and limitation of liability

- (a) We take the industry accepted duty of care with your systems and data. We shall not be held liable for damages and/or injuries caused by our generally accepted work items, where generally accepted processes are in place and followed to safeguard your systems and data.
- (b) We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach by us of this contract. In the event that any loss or damage suffered by you relates to your business activities then we exclude all liability for any business loss and in particular we exclude all liability for loss of profits or other economic loss arising out of a breach of this contract.
- (c) You shall indemnify us for any damages, loss of data, loss of income, or other as caused by

9. Communicating with us

- (a) You can always telephone (our contact number is 0291011979). If we are not available, there is a voicemail system where you can leave your directions for return contact.
- (b) However, you may send us an email at the following addresses:
for accounts and invoices: accounts@aurelian-group.com
for support: support@aurelian-group.com
for any other matter: info@aurelian-group.com

10. Termination of contract by you

- (a) Once we and you enter into a binding contract you will normally not be able to terminate the contract, except where we agree or as otherwise provided for in this contract.
- (b) The contract is renewed automatically every year, and may be invoiced monthly.
- (c) The contract can be terminated in the following ways:
 - (i) you notify us in writing at least one (1) calendar month prior to the subscription plan's anniversary you wish not to continue the plan, where you will instruct us to either provide you (where applicable) a backup of the data, or transfer the access to your nominated user account; and
 - (ii) you indicate to us you wish to terminate the contract mid-term, where you will be charged 65% of the prorated yet uninvoiced subscription months, or one month subscription, whichever is the larger.

11. Amendments to the contract terms and conditions

We will have the right to amend the terms and conditions of this contract where:

- (a) we need to do so in order to comply with changes in the law or for regulatory reasons; or
- (b) we are changing the rates we charge for the provision of Services as provided for in clause 7; or
- (c) we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract.

12. Law and jurisdiction

This Agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in New South Wales, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales.