

TERMS AND CONDITIONS OF TRADE

1 Definitions

Helen Micallef as Trustee for Micallef Family Trust, Trading as Keep Connected, with ABN 99 577 582 402 is hereinafter referred to as "Keep Connected". Any reference to Keep Connected also includes its successors and assigns, or any person acting on behalf of and/or with the authority of Keep Connected.

- 1.1 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by Keep Connected to the Customer.
- 1.2 "Guarantor" shall mean that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a principal/debtor basis.
- 1.3 "Services" shall mean all Services supplied by Keep Connected to the Customer and includes any advice or recommendations.
- 1.4 "Price" shall mean the price payable for the Goods and/or Services as agreed between Keep Connected and the Customer in accordance with clause 3 of this contract.

2 Acceptance

- 2.1 Any instructions received by Keep Connected from the Customer for the supply of the Service and/or the Customer's acceptance of any Service supplied by Keep Connected shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of Keep Connected.
- 2.4 the Customer warrants that it has not relied on any representation by Keep Connected other than as supplied in writing in any quote or estimate

Notice and Liability

- 2.5 The Customer shall give Keep Connected not less than fourteen days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, email, or business practice).
- 2.6 The Customer shall be liable for any loss incurred by Keep Connected as a

result of the Customer's failure to comply with clause 2.5.

3 Price and Payment

- 3.1 The Price shall be as indicated by Keep Connected to the Customer in respect of the Services supplied.
- 3.2 The Price may be increased at any time by Keep Connected. Any change in price will be notified to the Customer, in writing, within 28 days of any increase, at which time the increased price will take effect.
- 3.3 The Price includes all matters (including GST) that could be reasonably expected to be necessary for the supply of the service.

Method of payment

- 3.4 Payment will be made by Electronic Funds Transfer (EFT), or by any other method as agreed between the Customer and Keep Connected.

GST

- 3.5 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4 Customer's Disclaimer

- 4.1 The Customer hereby disclaims any right to rescind or cancel any agreement for works with Keep Connected or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by Keep Connected and the Customer acknowledges that the Goods and/or Services are bought relying solely upon the Customer's skill and judgment.

5 Consumer Law

- 5.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Consumer Law of the Commonwealth and as enacted in each of the States and Territories of Australia, except to the extent permitted by those Acts, where applicable.

6 Default & Consequences of Default

- 6.1 Interest on any overdue payment 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%) of the balance per calendar month.
- 6.2 If the Customer defaults in payment when due, the Customer shall indemnify

Keep Connected from and against all costs and disbursements incurred by Keep Connected in pursuing the debt including legal costs on a solicitor and own client basis and Keep Connected's reasonable collection agency costs.

- 6.3 Without prejudice to any other remedies Keep Connected may have, if at any time the Customer is in breach of any obligation (including those in relation to payment), Keep Connected may suspend or terminate the supply of the Service to the Customer and any of its other obligations under the terms and conditions. Keep Connected will not be liable to the Customer for any loss or damage the Customer suffers because Keep Connected has exercised its rights under this clause.
- 6.4 If any account remains overdue after fourteen days, an amount of the greater of \$25.00 or 16.00% of the amount overdue (up to a maximum of \$200.00 shall be levied for administration fees, which sum shall become immediately due and payable. The Customer agrees that this amount represents a genuine pre-estimate of the administrative costs of default.
- 6.5 Without prejudice to Keep Connected's other remedies at law, Keep Connected shall be entitled to cancel all or any part of any subscription of the Customer which remains unpaid and all amounts owing to Keep Connected shall, whether or not due for payment, become immediately payable in the event that:
 - 6.5.1 any money payable to Keep Connected becomes overdue, or in Keep Connected opinion the Customer will be unable to make payment; or
 - 6.5.2 the Customer 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
 - 6.5.3 a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

7 Termination

- 7.1 Keep Connected may cancel any agreement to which these terms and conditions apply or cancel the Service at any time before the Service are provided by giving written notice to the Customer. On giving such notice Keep Connected shall repay to the Customer any sums paid in respect of the Service. Keep Connected shall not be liable for any loss or damage whatsoever arising from such cancellation.

8 Disputes

- 8.1 If the Customer or Keep Connected considers a dispute has arisen in relation to any matter covered by this contract, that party must promptly give the other party written notice of the subject of dispute.
- 8.2 The parties may confer with a mutually agreed third party to assist to resolve the dispute by mediation.
- 8.3 For the removal of doubt, a default in payment of an amount owing by the Customer to Keep Connected is not a dispute, to the extent permitted by law.

9 Privacy Act 1998 (Cth)

- 9.1 The Customer and/or the Guarantor/s agree for Keep Connected to obtain from a credit reporting agency a credit report containing personal credit information about the Customer and Guarantor/s in relation to credit provided by Keep Connected.
- 9.2 The Customer and/or the Guarantor/s agree that Keep Connected may list the Customer and the Guarantor/s with those credit providers either named as trade referees by the Customer or named in a consumer credit report issued by a credit reporting agency for the following purposes:
- 9.2.1 to assess an application by the Customer, and/or
- 9.2.2 to exchange information with other credit providers as to the status of this credit account, whether the Customer is in default with other credit providers; and/or
- 9.2.3 to assess the credit worthiness of the Customer and/or Guarantor/s.

- 9.3 The Customer consents to Keep Connected being given a consumer credit report to collect overdue payments for commercial credit.
- 9.4 The Customer agrees that personal credit information provided may be used and retained by Keep Connected for the following purposes and for other purposes as shall be agreed between the Customer and Keep Connected or required by law from time to time:
- 9.4.1 provision of the Service; and/or
- 9.4.2 by exchange of information with other credit providers as to the status of this credit account, where the Customer is in default with other credit providers; and/or
- 9.4.3 analysing, verifying and/or checking the Customer's credit, payment and/or status in relation to provision of Goods; and/or
- 9.4.4 processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Customer; and/or
- 9.4.5 enabling the daily operation of the Customer's account and/or the collection of amounts outstanding in the Customer's account in relation to the Service.
- 9.5 Keep Connected may give information about the Customer to a credit reporting agency for the following purposes:
- 9.5.1 to obtain a consumer credit report about the Customer, and/or
- 9.5.2 allow the credit reporting agency to create or maintain a credit information file containing information about the Customer.

10 General

- 10.1 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.

- 10.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Victoria and are subject to the jurisdiction of the courts of Victoria.
- 10.3 In the event of any breach of this agreement by Keep Connected the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the price of the Service.
- 10.4 The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by Keep Connected.
- 10.5 Keep Connected may license, assign, or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 10.6 Keep Connected reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Keep Connected notifies the Customer of such change.
- 10.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm, pandemic or other event beyond the reasonable control of either party.
- 10.8 The failure of Keep Connected to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Keep Connected right to subsequently enforce that provision.