OnePoint Software Solutions (OnePoint Connect) General Terms & Conditions

Terms & Conditions are subject to change.

1. <u>Telephone Number Assigned by OnePoint Software Solutions (OnePoint Connect) to Customer</u> shall not be used for any illegal or illegitimate purpose. Customer agrees that any telephone number that is assigned to Customer by OnePoint Software Solutions (OnePoint Connect) is and shall remain the property of OnePoint Software Solutions (OnePoint Connect). Billings are based on volume of calls. Inbound or outbound calls are all registered by the telephony system and charged accordingly. This includes calls such as wrong numbers, voicemail or hang ups.

2. <u>Computer Storage and Internet, ADSL or Broad Band Link, Power outage</u>. OnePoint Software Solutions (OnePoint Connect) shall store Customer Information on OnePoint Software Solutions (OnePoint Connect) 's computers. Customer acknowledges and agrees that computers, Internet, servers, third party equipment, and telecommunications links are susceptible to down time. OnePoint Software Solutions (OnePoint Connect) shall endeavour to maintain the functionality of its Services at all times; however, OnePoint Software Solutions (OnePoint Connect) expressly disclaims any representation or warranty that it shall maintain continuous and uninterrupted data or computer services.

3. <u>Disclaimer of Liability</u>. While OnePoint Software Solutions (OnePoint Connect) will endeavour to receive and pass on information verbally or by telephone, SMS, email or data entry to the intended recipient(s) as promptly and as accurately possible however, we give no specific warranty or representation to that effect. OnePoint Software Solutions (OnePoint Connect) shall take no responsibility and shall not be liable for any cost or damage to the caller, OnePoint Software Solutions (OnePoint Connect) customer(s), sender(s) or the intended recipient(s) or any other person, company or organisation or third party arising directly or indirectly for errors or inaccuracies or misdirection of information, transaction or service or failure to pass on any particular information, transaction or service within a specified time period or at all. Customer shall fully release and indemnify OnePoint Software Solutions (OnePoint Connect) against any actions, claims, demands, suits (and any appeal therefrom) indirectly or directly related to this Agreement or the subject matter hereof.

4. <u>Indemnity</u>. In the event OnePoint Software Solutions (OnePoint Connect), owing to factors beyond it's control, is unable to provide any of the services described / published on this website for a period of term, including services provided by a third party, the customer waives any right to claim damages or consequential damages as a result of loss of profits. This extends to any errors made by OnePoint Software Solutions (OnePoint Connect) staff.

5. <u>Fees generally incurred</u>. Customer hereby authorises OnePoint Software Solutions (OnePoint Connect) to charge the credit card account provided on the Joining Customer Agreement Application (or other credit cards provided) for amounts monthly or for any amounts owed under this Agreement including but not limited to, past due balances, restoration of the deposit if applicable, or as a result of any other fee incurred by OnePoint Software Solutions (OnePoint Connect).

6. <u>Security information</u>. At the time that you place your order and are asked to supply personal information you enter a secure environment. From that time, the link between your Web browser

and OnePoint Software Solutions (OnePoint Connect) will be protected using a security certificate. This will be indicated by the appearance of a padlock on your browser.

6.1 You should note that credit card numbers will not be stored on the web site and will never be made publicly available. All information concerning your plan is encrypted and can only be viewed by members of OnePoint Software Solutions (OnePoint Connect) team with authorised access to that information. As noted your credit card details are not visible to the members of OnePoint Software Solutions (OnePoint Connect) team.

7. Termination. Either party (OnePoint Software Solutions (OnePoint Connect) or customer) may cancel this Agreement without any reason upon thirty (30) days prior notice to the other party. OnePoint Software Solutions (OnePoint Connect) reserves the right and Customer agrees that OnePoint Software Solutions (OnePoint Connect) may cancel and terminate any and all services to Customer immediately and without prior notice in the event that Customer fails to fulfil any material obligation contained hereunder.

8. Disputes; Entire Agreement; The legal relations of the parties hereunder, and all other matters hereunder, shall be governed by the Commonwealth legislations. Unresolved disputes shall be resolved in a court of competent jurisdiction in Queensland and all parties hereto consent to the jurisdiction of such court. Terms & conditions will appear on OnePoint Software Solutions (OnePoint Connect) Website.

9. Notices. All notices under this Agreement is acceptable if hand delivered, sent by facsimile or e-mail, or posted to the parties hereto at their respective addresses as set forth on the agreement, or at such other address as may be designated by the parties in writing. Cancellation of the service must be in writing.

10. Miscellaneous. Customer shall be solely responsible for providing OnePoint Software Solutions (OnePoint Connect) in writing with any revisions to Customer information. In the event of a revision that widens the initial agreed scope of activity a rate increase may be required. Failure to undivert post termination will continue to be invoiced to customer the full monthly line and service rate plus calls.

10.1 $20+GST charge applies if credit card is declined for a second time 24 hours following the first attempt. A charge of 12.5 percent will apply on unpaid invoices. Line suspension will be automatic if account is not settled in full within 15 days of due date