

**SCHEDULE 1  
TERMS AND CONDITIONS**

**1. Definitions**

The following definitions apply unless the context appear otherwise:

**Agreement** means the agreement comprising the items as set out in clause 3 below.

**Charges** means the charges set out in the Cover Letter.

**Confidential Information** means all information provided by Strategy Steps to the Subscriber in relation to the Services which, by its nature or the circumstances of its disclosure is, or could reasonably be expected to be regarded as confidential, but does not include information which is in the public domain (other than by reason of a breach of these Terms & Conditions).

**GST** means GST within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*;

**Services** means those services described in the Cover Letter.

**Subscriber** means the person or entity this letter is addressed to and the list of named users.

**2. Appointment and Term**

2.1 Strategy Steps Pty Ltd ACN 130 045 242 ("**Strategy Steps**") will, when the Subscriber accepts the terms in the Cover Letter, provide the Subscriber with the Services on the terms and conditions of this Agreement.

2.2 Acceptance of these terms and the details in the Cover Letter is deemed to occur upon payment by the Subscriber of the first invoice attached to the Cover Letter.

2.3 The term of this Agreement will commence on the date on which the Subscriber accepts the terms of the Cover Letter as referred to in clause 2.1 above and, unless terminated earlier as provided herein, shall continue for 12 months (or other period as stated in Cover Letter) and thereafter renew automatically unless either party give the other 30 days written notice.

2.4 Services may be suspended or cancelled if invoices remain unpaid.

**3. Agreement**

The following documents comprise this Agreement:

- (a) the Cover Letter;
- (b) an Invoice for payment of first period of services; and
- (c) these Standard Terms & Conditions.;

To the extent of any inconsistency, the documents listed first above shall take precedence over those subsequently listed.

**4. Use and Payment for the Website and Services**

4.1 Access to the website and the right to use any of the Services is by payment of the Charges set out in the Cover Letter payable in accordance with these Terms and Conditions. The Subscriber must only permit the named users to access the Service.

4.2 Subscribers may increase the number of named users at any time, however, if the number of

named users exceeds any threshold in the Cover Letter, the amount payable by Subscribers shall be increased pro rata from the date the Subscriber requires access for those end users over the then current period. .

4.3 No refunds will be made for cancelled subscriptions or reduced named users.

4.4 Only named users who have been given passwords may use the Strategy Steps site and Services and the Strategy Steps may refuse to answer inquiries that it believes are not submitted by a legitimate named user or which fall outside the scope of the Services.

4.5 Strategy Steps reserves the right to alter the assistance service or change the annual subscription fee from time to time effective from the end of the first 12 months (or other period as stated) and thereafter on 30 days notice.

4.6 All assistance requests submitted through the service must be submitted using the template on the Strategy Steps website and must disclose all material facts. All information set out in each assistance request must be accurate and complete. Strategy Steps reserves the right to request further information prior to submission of a response, but is under no obligation to do so.

4.7 Responses may be delayed where Subscribers submit multiple assistance requests in a short period of time.

4.8 Subscribers must not do or omit to do anything which, in the reasonable opinion of Strategy Steps, may bring Strategy Steps, its Services or its Website into disrepute.

**5. Provision and Use of Information**

5.1 The information provided through the Services of Strategy Steps by way of direct assistance to Subscribers is intended to be general information to assist with common business issues and is not provided in the nature of advice. Subscribers may not use such material for any purpose other than as a source of information for personal or organisational use unless authorised in writing to the contrary.

5.2 No person, other than the Subscriber, should rely on any response to a request for assistance or any other information provided by the Strategy Steps without first obtaining advice from an appropriately qualified professional person. Information and responses to inquiries are provided to the Subscriber on the basis that:

- (a)
- (b) Strategy Steps is not engaged in rendering legal, accounting or other professional advice; and;
- (c) Strategy Steps expressly disclaims all and any liability to any person other than that Subscriber in respect of anything done or omitted to be done by any person in reliance, whether wholly or partially, directly or indirectly, on information contained in responses or otherwise provided by Strategy Steps.

5.3 Strategy Steps reserves the right to determine in its absolute discretion what constitutes an appropriate assistance request and to approve an inquiry for response. A request will not be appropriate if the question:

- (a) requires advice or opinions on a specific factual situation;
- (b) requires legal, financial or other professional advice; or
- (c) calls for a recommendation as to a particular course of action.

5.4 Subscribers not based in Australia subscribe on the understanding that inquiries that require a working knowledge of their operational environment may not be able to be approved for response.

5.5 Strategy Steps makes no representations regarding compliance with laws in any jurisdiction outside the Commonwealth of Australia and it is the obligation of any Subscriber that is located outside Australia or that uses the information contained on this site or the assistance service outside Australia to ensure compliance with all laws in that jurisdiction.

## 6. Limitation of Liability

6.1 Strategy Steps excludes all liability to any person, company or organisation (other than the Subscriber) for any loss, damage, liability, cost or expense incurred either directly or indirectly as a result of the Services provided by Strategy Steps.

6.2 To the extent permitted by law, any liability of Strategy Steps (whether in contract, tort or otherwise) arising under any term implied into these terms and conditions that cannot be excluded, will be limited, at the option of Strategy Steps, to either supplying those Services again or the reasonable cost of supplying those Services again.

6.3 Without limiting the effect of any other provision of these terms and conditions, the parties agree that the total liability of Strategy Steps to the Subscriber arising in any circumstances whatsoever, whether under these terms and conditions or otherwise, will be limited to the amount of the subscription fee paid by the Subscriber.

6.4 In no event will Strategy Steps be liable to the Subscriber or any other person for any remote, indirect, consequential, special or incidental damages whatsoever, including without limitation, damages resulting from loss of data, loss of profit or business interruption or damage directly or indirectly caused to computer files through use of the Strategy Steps website or material. This limitation will apply even if Strategy Steps has been advised of the possibility of such damages.

## 7. Warranties

7.1 To the extent permitted by law, and except to the extent expressly set out in this Agreement Strategy Steps:

- (a) specifically disclaims all warranties and representations whether express, implied,

statutory or otherwise relating in any way whatsoever to its provision of Services under these terms and conditions, including, without limitation, any warranty that the Services provided by it are fit for a particular purpose. The Subscriber acknowledges that it must exercise and rely upon its own skill in determining whether the Services provided by Strategy Steps meet its particular requirements;

(b) makes no warranty or representation as to the accuracy, reliability, completeness or security of such information. Changes in circumstances after the date of publication may impact on the accuracy of the information provided by Strategy Steps;

(c) does not warrant that the provision of the Strategy Steps website or Services or any part of them will be continuous, uninterrupted or error free. From time to time, the Strategy Steps website may not be available due to upgrades or maintenance.

## 8. Liability of Subscribers

8.1 To the extent that information and material provided by Strategy Steps are used by the Subscriber in advising its clients, the Subscriber uses such information at the Subscriber's own risk. The Subscriber must take out all necessary insurances.

8.2 The Subscriber indemnifies, and must keep indemnified, Strategy Steps fully against any liability, loss, action, proceeding, cost, expense, claim and damages whatsoever (including legal fees) which may arise, directly or indirectly, as a result of:

- (a) reliance by any third party on any assistance or information given by the Subscriber, which was derived directly or indirectly from any information (including responses to inquiries) obtained from Strategy Steps;
- (b) the use or distribution by any person of material provided by the Subscriber or from the alteration, modification of or addition to material provided by Strategy Steps to the Subscriber.

8.3 Each part of the Strategy Steps website and all communications and material from Strategy Steps as part of the Service provided by Strategy Steps ("Strategy Steps Content") are protected by copyright unless otherwise indicated. Strategy Steps reserves all rights in respect of the Strategy Steps Content. The Subscriber agrees not to distribute, copy, reproduce, alter, adapt, modify, translate, create relative works, transmit, store on electronic or other media or otherwise deal with the Strategy Steps Content, including each part of the Strategy Steps Content, except as permitted in accordance with these terms and conditions or where expressly permitted to do so by Strategy Steps.

**9. Confidentiality**

The Subscriber must not disclose Strategy Steps' Confidential Information to any other person and must not permit or procure any other person to disclose that Confidential Information to any other person.

**10. Termination**

10.1 Strategy Steps is entitled to cease providing access to the Subscriber and to terminate a subscription by written notice, without prejudice to any other rights it may have against the Subscriber, if the Subscriber fails to comply with any of these terms and conditions. Where the Subscriber is in material breach of these terms and conditions, then access may be ceased and subscription may be terminated immediately. Where the breach is not material and is capable of being remedied, but continues unremedied for 7 days after written notice specifying the breach and requiring remedy is given by Strategy Steps to the Subscriber then access may be ceased and subscription may be terminated at the end of that 7 day period.

10.2 Strategy Steps is entitled to cease providing access to a Subscriber and terminate that Subscriber's subscription immediately upon written notice to the Subscriber if Strategy Steps reasonably forms the view that the Subscriber has permitted any person other than a legitimate named user to have access to Strategy Steps.

**11. GST**

The parties agree that to the extent that any goods and Services tax or similar value added tax is payable by the Subscriber to Strategy Steps in relation to the Services, the Subscriber must bear the cost of same and must indemnify, and keep indemnified, Strategy Steps in relation to same.

**12. Dispute Resolution**

Before a party seeks any external dispute resolution in relation to this Agreement it must first notify the other party in writing of the dispute and both parties must meet in good faith with a view to resolving the dispute within 10 business days of the notification. Nothing in this clause 11 prevents a party from seeking urgent interlocutory relief.

**13. General**

13.1 The Subscriber may not assign, sub-license or otherwise transfer the benefit of a subscription without the prior written consent of Strategy Steps.

13.2 The Subscriber must comply with all laws and regulation, including without limitation any Financial Services or similar regulations

13.3 All references in this site to "\$" or "dollars" are references to Australian currency unless otherwise stated.

13.4 These terms and conditions will be governed by and construed in accordance with the laws of the State of New South Wales, Australia. The parties

submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales in respect of any dispute that arises in connection with these terms and conditions.

13.5 Information contained on the website may be updated, altered or deleted from time to time.

13.6 Strategy Steps may wish to update or change these terms and conditions from time to time to reflect changes in the website or its Services, changes in the laws affecting the website or its Services, or for other reasons. Strategy Steps reserves the right to make these changes and you are responsible for regularly reviewing these terms and conditions. Continued access to the website or use of the Services after any such change shall constitute your consent to such change. Unless explicitly stated otherwise, any new features that change or improve the website or the assistance Services shall be subject to these terms and conditions, as modified from time to time.

13.7 In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words which are gender neutral or gender specific include each gender;
- (c) other parts of speech and grammatical forms of a word or phrase defined in the agreement have a corresponding meaning;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate and a government agency;
- (e) a reference to a thing (including, but not limited to, a chose-in-action or other right) includes a part of that thing;
- (f) a reference to a clause, party, schedule or attachment is a reference to a clause of the agreement, and a party, schedule or attachment to, the agreement and a reference to the agreement includes a schedule and attachment to the agreement;
- (g) a reference to a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law judgment, rule of common law or equity or a rule of an applicable stock exchange and is a reference to that law as amended, consolidated or replaced;
- (h) a reference to a document includes all amendments or supplements to that document, or replacements or novations of it; and
- (i) a reference to a party to a document includes that party's successors and permitted assigns.