

## TERMS AND CONDITIONS – Effective from June 2020

1. The quotation to which these Terms and Conditions (“Terms and Conditions”) relate is attached (“the proposal”) and incorporates these Terms and Conditions and will remain open for acceptance for a period of thirty (30) days from the date outlined on the proposal. If there is inconsistency between these Terms and Conditions and the proposal, then the proposal will prevail to the extent of that inconsistency.
2. a. The proposal will become an agreement if the Client named in the proposal (the Client) accepts the proposal by way of email, signing of the agreement form or in any way instructs JCurve Solutions to commence an implementation where applicable.  
  
b . Unless otherwise agreed as a different Contract Term in the proposal, these terms and conditions will operate for an initial period of twelve (12) months from the date of signing the proposal.
3. The establishment/implementation fee where applicable as outlined on the proposal will be invoiced upon the Client accepting this proposal and is payable following the loading into platform of the initial electronic bill.
4. The Client is responsible for the provision of the carrier billing data to JCurve Solutions. Where JCurve Solutions is required to liaise with the carriers to obtain the electronic billing data or create a client’s organisation structure in the required format an additional fee of \$250/hour is payable. This will be invoiced monthly in arrears unless otherwise noted on the proposal.
5. All invoices issued by the Company outlined on the proposal and are payable within twenty eight (28) days from the date of the invoice.
6. The fee for providing the Services to the Client as outlined in the proposal will be for at least the minimum quantity of Services named in the proposal. If the quantity of Services increases by 10%, JCurve Solutions reserves the right to invoice the customer for the additional Services above the minimum quantity outlined on the proposal.
7. The Services are provided by JCurve Solutions to the Client for the Client’s use and management of the Client’s individual use corporate owned mobile telephone assets. This proposal does not include the option for the Client to request JCurve Solutions staff to use the system to manage the Client’s individual use corporate owned mobile telephone assets on their behalf. Additional fees at a rate of \$250/hour or part thereof per request will apply if the Client in any way requests JCurve Solutions staff to utilise the system to manage the Client’s individual use corporate owned mobile telephone assets on their behalf.
8. All client users of the system must be trained and accredited in the use of the system. Any new client staff whom the client wishes to use the system will require training. A fee of \$250/hour will apply with a minimum of two hours training required.
9. JCurve Solutions will commence billing the Client for the ongoing fees monthly in arrears (unless otherwise noted on the proposal) at the end of the month following the accepted proposal being delivered to JCurve Solutions. The onus remains with the client for the timely delivery to JCurve Solutions of the billing data each month.

10. If no billing data is received by JCurve Solutions for any month under contract following the initial ongoing invoice, JCurve Solutions reserves the right to invoice the client using the previous months number of Services and will issue an adjustment note when the billing data is “uploaded” to correct any number of Service variations.

11. JCurve Solutions will upload up to 8 fixed line supplier bills per month. Additional supplier bills may incur an additional “upload” fee based upon the additional time required to upload the client’s bills. Any fee incurred will be at \$250 per additional monthly bill uploaded.

12. Any customisation of reports or additional consultancy will require a completed specification and will incur an additional fee. These fees will be agreed between the parties before development commences.

13. Fees for any and all customisation and consultancy requests will be invoiced 50% upon acceptance of the specification and additional fee with the remaining 50% invoiced at completion of the customisation or consultancy.

14. All intellectual property (IP) remains the property of the JCurve Solutions. The Client must not utilise JCurve Solutions intellectual property (IP) to reproduce a similar product or Service for their own use, nor disclose any information that may be considered confidential to any third party whatsoever, without the prior express written consent of JCurve Solutions.

15. Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under the Standard Terms and Conditions are exclusive of GST.

16. Fees will increase annually in line with Consumer Price Index (CPI) as defined by the Australian Bureau of Statistics unless otherwise agreed in the proposal.

17. JCurve Solutions may terminate this agreement immediately if:

a. The Establishment Fee (if applicable and outlined in the proposal) is not paid by the due date or any invoice remains unpaid in part or in whole 28 days after the invoice due date;

b. JCurve Solutions receives a credit report on the Client which is, in the reasonable opinion of JCurve Solutions, unsatisfactory; or

c. After commencement of Services JCurve Solutions in its reasonable opinion considers that the continuation of such Services may expose it to a risk of legal proceedings.

18. By accepting this proposal the Client acknowledges that apart from the express warranties contained in this agreement the only conditions and warranties that are binding on JCurve Solutions in relation to any matter whatsoever are those imposed and required to be binding by statute or regulation. JCurve Solutions liability arising from breach of those conditions and/or warranties shall be limited to:

- In relation to goods;

- i. The replacement of any goods or the supply of equivalent goods; or

- ii. The repair of any goods

- In relation to Services, the re-supply of the Service.

19. Except to the extent referred to in paragraph 18, JCurve Solutions shall have no liability including liability for negligence to any person or company for any loss or damage whether direct, indirect, consequential or otherwise howsoever suffered or incurred by any such person or company caused by or resulting directly or indirectly from the performance of Services pursuant to this agreement.

20. The Services described in the proposal forms the complete Services covered by this proposal. Any additional Services requested by the Client will form the basis of a new proposal.

21. JCurve Solutions shall hold in strict confidence the details of the Client's data information, supplier rates and conditions.

22. The agreement will terminate when notice is given in writing by either party thirty (30) days prior to expiry of the agreement.

23. At the cessation of the Services if applicable JCurve Solutions will return all telephone billing data to the Client. This process will incur a charge equivalent to one month's management fee.

24. JCurve Solutions reserves the right to alter the Terms & Conditions. Any changes will be notified to you in writing 28 days before the changes take effect.

25. JCurve Solutions is not responsible for errors that may arise from client's use of the System and associated Modules.

26. The customer acknowledges that these terms and conditions are part of its contract with the Company named in the proposal and are to be read in conjunction with any product specific terms and conditions submitted to the customer separately and any proposal incorporating such terms and conditions together with any other matter agreed in writing between JCurve Solutions and you the customer. No other representation promise warranty or undertaking has been made or given by JCurve Solutions or by any person or company, or other entity on behalf of JCurve Solutions. No term is to be implied as to the consequences profitability or benefits to be obtained from the delivery or use of any JCurve Solutions product unless it complies with this condition excepting mandatory statutory terms. The customer hereby indemnifies JCurve Solutions at all times against all claims, demands and actions whatsoever arising out of the use by the customer of any JCurve Solutions product other than the rights accruing under this agreement. JCurve Solutions expressly disclaims and excludes all such terms conditions and warranties of any kind express or implied and howsoever arising.

27. In all circumstances other than death or injury caused by the negligence of JCurve Solutions and to the extent permitted by law, JCurve Solutions will not be liable to the customer for any compensation, damages or other payment of money nor for loss of profits, goodwill, sales or turnover or contracts nor for loss of data, or programmes or damage to reputation nor any indirect special or consequential damages arising by contract, negligence or other tort whatsoever even if JCurve Solutions has notice of the possibility of such loss or damage. JCurve Solutions does not exclude any mandatory rights implied by statute but it does exclude all other terms conditions representations and warranties otherwise implied by statute, custom or law other than those contained in this agreement. In respect of mandatory rights not excluded and implied by statute it is our option in the case of Services to supply the Services again or pay the cost of supplying the Services again, and in the case of goods to replace the goods with the same or equivalent goods

or repair them or pay the customer the cost of the goods or the cost of equivalent goods and the liability of JCurve Solutions if any is limited to these options.

28. This agreement will be governed by and construed in accordance with the laws in force in the State of New South Wales and each party submits to the exclusive jurisdiction of the courts of that State.