

# **LEAP Expedite Supply and Support Agreement**

## **LEAP Legal Software Pty Ltd (LEAP)**

### **TERMS OF USE:**

By clicking the "I Accept" button displayed as part of the ordering process, you agree to the following terms and conditions (the "Agreement") governing your use of LEAP's online service, including offline components (collectively, the "Service"). If you are entering into this agreement on behalf of a Company or other legal entity, you represent that you have the authority to bind such entity to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must select the "I Decline" button and may not use the service.

### **Welcome**

LEAP will provide you with use of the Service which includes a downloadable offline component, data encryption, transmission, access and storage. Your registration for, or use of, the Service shall be deemed to be your agreement to abide by this Agreement. For reference, a Definitions section is included at the end of this Agreement.

### **1. Confidentiality & Privacy of your Information**

As part of the Service LEAP maintains a copy of and makes backups of your Customer Data. LEAP undertakes to exercise the utmost good faith in maintaining all such information as confidential and will also comply with the requirements of the Privacy Act 1998 (Cwlth) to the extent that the Act applies to any such information and will only use that information for the purposes of this Agreement.

### **2. Right to Use**

LEAP hereby grants you a non-exclusive, non-transferable, worldwide right to use the Service, solely for your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by LEAP and its licensors.

### **3. Support**

Support requests may be logged online 24x7 through the Client Space. Telephone support is provided from 8.30am to 5.30pm AEDST.

### **4. Backups**

LEAP employs RAID techniques to ensure the integrity of the data on its servers and to prevent data loss in the event of hardware failure. LEAP performs routine server backups for disaster recovery purposes only. Server backup scope and scheduling is at LEAP's sole discretion. LEAP does not assume any responsibility for any loss, alteration or corruption of data stored.

### **5. Your Responsibilities**

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify LEAP immediately of any unauthorised use of any password or account or any other known or suspected breach of security; (ii) report to LEAP immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; and (iii) not impersonate another LEAP user or provide false identity information to gain access to or use the Service.

### **6. Account Information and Data**

LEAP does not own your Customer Data. You, not LEAP, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and LEAP shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data.

### **7. Intellectual Property Ownership**

LEAP alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the LEAP Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the LEAP Technology or the Intellectual Property Rights owned by LEAP. The LEAP name, the LEAP logo, and the product names associated with the Service are trademarks of LEAP or third parties, and no right or license is granted to use them.

### **8. Charges and Payment of Fees**

You shall pay all fees or charges to your account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. Payments must be made monthly in advance. All

payment obligations are non-cancellable and all amounts paid are non-refundable. You are responsible for paying for all Users ordered, whether or not such Users are actively used. You must provide LEAP with valid credit card information as a condition to signing up for the Service. LEAP reserves the right to modify its fees and charges and to introduce new charges at any time, upon at least 30 days prior notice to you, which notice may be provided by e-mail.

## **9. Billing and Renewal**

LEAP charges and collects monthly in advance for use of the Service. LEAP will automatically renew and bill your credit card and issue an invoice to you each month which will be sent to the email address provided by you. You agree to provide LEAP with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorised billing contact. You agree to update this information within 30 days of any change to it. If the contact information you have provided is false or fraudulent, LEAP reserves the right to terminate your access to the Service in addition to any other legal remedies.

## **10. Non-Payment and Suspension**

In addition to any other rights granted to LEAP herein, LEAP has the right to suspend the service without notice or terminate this Agreement and your access to the Service if your account falls into arrears. You will continue to be charged for Users during any period of suspension. If you or LEAP initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with the Charges and Payment of Fees section above. You agree that LEAP may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees. LEAP reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that LEAP has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

## **11. Termination upon Expiration/Reduction in Number of Licenses**

This Agreement commences on the Effective Date and the term is indefinite. You may terminate this Agreement at any time by notifying LEAP in writing by email to [finance@leap.com.au](mailto:finance@leap.com.au). In the event this Agreement is terminated (other than by reason of your breach), LEAP will make the Service available to you for 30 days so that you can make your own copies of the Customer Data. LEAP has no other obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

## **12. Use of Smokeball Automated Forms and Personal Information**

Your personal information can be used by Expedite and our related bodies (including Smokeball) to promote and market services to you (including by way of direct mail, telemarketing, email, SMS and MMS messages). This is to keep you informed of products, services and special offers and may continue after you cease acquiring services from us. If you do not wish us, our related bodies or our dealers to contact you to promote and market products, services and special offers to you, please call 02 8273 7525.

## **13. Termination for Cause**

Any breach of your payment obligations or unauthorised use of the LEAP Technology or Service will be deemed a material breach of this Agreement. LEAP, in its sole discretion, may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. LEAP reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and LEAP shall have no obligation to maintain or forward any Customer Data.

## **14. Representations & Warranties**

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. LEAP represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Service will perform substantially in accordance with the online LEAP help documentation under normal use and circumstances. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Service and that your billing information is correct.

## **15. Restrictions on Use**

You may not access the Service if you are a direct competitor of LEAP, except with LEAP's prior written consent. In addition, you may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the

Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. Users cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.

## **16. Disclaimer of Warranties**

LEAP and its Licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. LEAP and its Licensors do not represent or warrant that (a) the use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the service will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your requirements or expectations, (e) errors or defects will be corrected, or (f) the service or the server(s) that make the service available are free of viruses or other harmful components. The service and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law by leap and its licensors.

## **17. Internet Delays**

LEAP's services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. LEAP is not responsible for any delays, delivery failures, or other damage resulting from such problems.

## **18. Limitation of Liability**

In no event shall either party's aggregate liability exceed the amounts actually paid by and/or due from you in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party and/or its licensors be liable to anyone for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected with this service, including but not limited to the use or inability to use the service, or for any content obtained from or through the service, any interruption, inaccuracy, error or omission, regardless of cause in the content, even if the party from which damages are being sought or such party's licensors have been previously advised of the possibility of such damages.

## **19. Additional Rights**

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

## **20. Notice**

LEAP may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in LEAP's account information, or by written communication sent to your address on record in LEAP's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after posting or 12 hours after sending by email. You may give notice to LEAP (such notice shall be deemed given when received by LEAP) at any time by any of the following: letter sent by confirmed facsimile to LEAP at the following fax number +61 02 9247 7544; by letter delivered by post to LEAP to GPO Box 4029, Sydney, NSW 2001, Australia.

## **21. Modification to Terms**

LEAP reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

## **22. General**

This Agreement is governed by the laws of New South Wales, Australia in force from time to time. This Agreement comprises the entire agreement between you and LEAP and supersedes all prior or contemporaneous, negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. The failure of LEAP to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by LEAP

in writing.

## **23. Definitions**

As used in this Agreement: "Agreement" means these online terms of use and any materials available on the LEAP website specifically incorporated by reference herein, as such materials, including the terms of this Agreement, may be updated by LEAP from time to time in its sole discretion; "Client Space" means the area of [www.leap.com.au](http://www.leap.com.au) which is exclusive to LEAP clients; "Content" means the documents, software, products and services contained or made available to you in the course of using the Service; "Customer Data" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "Effective Date" means the date this Agreement is accepted by selecting the "I Accept" option presented on the screen after this Agreement is displayed; "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "LEAP Technology" means all of LEAP's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by LEAP in providing the Service; "Service(s)" means the online information, data storage system, downloadable software components developed, operated, and maintained by LEAP; "Support" means unlimited telephone support, access to the support tools on the Client Space and software upgrades, "User(s)" means your employees, representatives, consultants, contractors or agents who are authorised to use the Service and have been supplied user identifications and passwords by you (or by LEAP at your request).

### **Questions or Additional Information:**

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to [info@leap.com.au](mailto:info@leap.com.au).