



Standard Terms and Conditions

1. Definitions

- 1.1 "Agreement" means the agreement for Liveli to supply Products to the Client under these terms and conditions.
- 1.2 "Client" means the person ordering the Product as specified in any credit application, invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Delivery" means the time at which the Client is first able to access or use a Product in any way.
- 1.4 "Liveli" means Liveli Pty Ltd ACN 633 336 731, its successors and assigns or any person acting on behalf of and with the authority of Liveli.
- 1.5 "Supplier" means a Product supplier and may include suppliers of Google Maps Platform, Google Cloud Platform and CARTO.
- 1.6 "Product" means all Product supplied by Liveli to the Client at the Client's request from time to time.
- 1.7 "Price" means the Price payable for the Product as agreed between Liveli and the Client.
- 1.8 "Quotation" means any proposal for Liveli to provide Products to the Client regardless of format.

2. Acceptance

- 2.1 The Client is taken to have accepted and is bound, jointly and severally, by these terms and conditions immediately that the Client places an order for, or begins to use, any Product.
- 2.2 These terms and conditions may only be amended with Liveli's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Liveli.

3. Products

- 3.1 Liveli will use best endeavours to provide Products to the Client on the terms and for the period set out in the Quotation. The Client acknowledges that:
 - (a) Liveli is a reseller of the Products and has limited control over the Client's access to or the content of the Products;
 - (b) a Supplier may restrict or terminate Client access to a Product at any time with no notice to Liveli or the Client and such denial of access may affect a critical application of the Client;
 - (c) Liveli makes no claims in relation to a Products ability to perform in any manner or integrate with any hardware item or software. The Client acknowledges and accepts that use of the Product may have unforeseen effects on hardware or software; and
 - (d) Liveli relies on the Client's information and assistance in setting up any access account with a Supplier whether direct or through Liveli. The Client is liable for the accuracy of all information and must provide and check all required information in a timely manner to assist Liveli in setting up and maintaining any Client account with a Supplier or with Liveli.
- 3.2 The Client indemnifies Liveli against any claim, loss or damage in any way related to the Products, Product content or Client access to Products.
- 3.3 Liveli will use best endeavours to provide information and advice relating to the Products and their intended use however Liveli will have no liability in any way related to Product suitability for any particular application. The Client will indemnify Liveli against any claim, loss or damage in any way related to the suitability or performance of any Product.
- 3.4 Liveli will provide the Client with the Supplier terms relevant to each Product. Such Supplier terms may be updated or amended from time to time. Liveli will use its best endeavours to provide any updates to the Client in a timely manner.
- 3.5 The Client will:
 - (a) ensure that its access to and use of the Products complies with the Supplier terms at all times;
 - (b) use all reasonable efforts to prevent, promptly notify Liveli and the Supplier of, and terminate any unauthorised use of or access to the Products; and
 - (c) indemnify Liveli against any breach, real or purported, of the Supplier terms related to any Product.

- 3.6 The Client In no case will Liveli shall not be liable for any loss or damage whatsoever due to failure by Liveli to deliver or maintain Client access to the Product promptly or at all.
- 3.7 Where a Client is subject to a third party hack or attack, including a dedicated denial of service attack, which causes an unwarranted spike in the Client's Product usage, Liveli will provide reasonable assistance to the Client to request a refund from the relevant Supplier. In no case shall Liveli be liable for any such refund.

4. Services

- 4.1 Liveli may provide support and other services to the Client from time to time. Such services will be set out in the Quotation of written agreement and Liveli is not obliged to provide any services without such agreement.
- 4.2 The Client acknowledges and agrees that the Suppliers each have Product support services which the Client will utilise for Product support.
- 4.3 The Client agrees that, where Liveli staff attend the Client's site, the site will comply with any work health and safety (WHS) laws and any other relevant safety standards or legislation.
- 4.4 Where a service requires Liveli to make recommendations or provide information about Product utility to the Client, Liveli will provide such recommendations or information in a professional manner. Clause 3.3 will apply to any liability for such services.

5. Price and Payment

- 5.1 At Liveli's sole discretion the Price shall be either:
- (a) As indicated in any Quotation which shall be binding upon Liveli for thirty (30) days unless withdrawn by Liveli prior to such date;
 - (b) as indicated on invoices provided by Liveli to the Client in respect of Product supplied and usage.
- 5.2 Liveli reserves the right to change the Price if:
- (a) the Supplier changes the Price of the Product;
 - (b) if a variation to the Product which are to be supplied is requested; or
 - (c) if any variation to the Product is requested;
- 5.3 Time for payment for the Product being of the essence, the Price will be payable by the Client on the date determined by Liveli, which may be:
- (a) Unless agreed otherwise, on the date which is seven (7) days following the date of any invoice sent to the Client by Liveli;
 - (b) the date specified on any invoice or other form as being the date for payment; or
 - (c) any other date as agreed in writing by the parties.
- 5.4 The Client will pay the Price by Direct Debit unless Liveli approves in writing an alternative method of payment.
- 5.5 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Liveli, at the same time and on the same basis as the Client pays the Price, an amount equal to any GST Liveli must pay for any supply of Product by Liveli under this or any other agreement. The Client must pay GST, without deduction or set off of any other amounts.
- 5.6 Where Liveli charges the Client based on estimated usage, the Client acknowledges that it is liable for the difference between actual and estimated usage and such amount will be payable immediately upon demand by Liveli. If the actual usage for a period falls below the estimated usage, Liveli may at its sole discretion carry forward any differences to the subsequent billing period.
- 5.7 Where the Client has an increase in usage of the Products amounting to 30% or more of their average usage for any one calendar month in the preceding six-month period, Liveli may invoice the Client for such usage immediately and require payment within seven (7) days.
- 5.8 The Client acknowledges and agrees that this Agreement constitutes a security agreement for the purposes of the Personal Property Securities Act 2009 (PPSA) and creates a general security interest in all of the Client's present and after acquired property securing the payment and performance of the Client's obligations under this Agreement. The Client waives any right to receive notification of registration of a security interest.

6. Compliance with Laws

- 6.1 The Client and Liveli shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Product.
- 6.2 The Client will not use the Product in any way that may breach any third party or Supplier rights including intellectual property rights.
- 6.3 The Client indemnifies Liveli against any claim, loss or damage by any third party or a Supplier in any way associated with the Client's use of or access to the Product.

7. Defects and Warranties

- 7.1 The Client acknowledges and agrees that Liveli is a reseller of the Supplier Products. Each Supplier has an Australian office. Liveli will provide assistance, at a reasonable cost to the Client, in relation to any claim the

Client may have against a Supplier however in no case shall Liveli be liable for the provisions of any warranty or guarantee provided by the Supplier.

- 7.2 Except as expressly set out in these terms and conditions Liveli makes no warranties or other representations under these terms and conditions including but not limited to the quality or suitability of the Product. Liveli's liability in respect of any warranties is limited to the fullest extent permitted by law.
- 7.3 If the Client is a consumer within the meaning of the Consumer Contracts Act (CCA), Liveli's liability is limited to the extent permitted by section 64A of Schedule 2. Nothing in this Agreement has the effect of contracting out of any mandatory provisions of the CCA.

8. Default and Consequences of Default

- 8.1 Interest on overdue invoices 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%) per calendar month (and at Liveli's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 8.2 If the Client owes Liveli any money the Client shall indemnify Liveli from and against all costs and disbursements incurred by Liveli in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Liveli's contract default fee, and bank dishonour fees).
- 8.3 Without prejudice to any other remedies Liveli may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Liveli may suspend or terminate or restrict the supply of Product to the Client. Liveli will not be liable to the Client for any loss or damage the Client suffers because Liveli has exercised its rights under this clause.
- 8.4 Without prejudice to Liveli's other remedies at law Liveli shall be entitled to cancel the Agreement and all amounts owing to Liveli shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Liveli becomes overdue, or in Liveli's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent or bankrupt, 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
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

9. Change in Control

- 9.1 The Client shall give Liveli not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any other change in the Client's details. The Client shall be liable for any loss incurred by Liveli as a result of the Client's failure to comply with this clause.

10. Cancellation

- 10.1 Liveli may cancel the Agreement or cancel supply of a Product at any time by giving thirty (30) days written notice to the Client. Liveli shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 10.2 A Client must provide 30 days prior notice to Liveli to terminate use of any Product.
- 10.3 A Client that orders Products subject to an annual licence will not be entitled to any refund or reimbursement whatsoever should they wish to terminate a licence prior to the expiry of the licence period.
- 10.4 Upon expiry or termination of this Agreement all amounts due will be immediately due and payable including all amounts for Product usage up to the date Client access to a Product is terminated.

11. Privacy

- 11.1 The Client agrees that Liveli may obtain from a credit reporting body (CRB) a credit report containing personal credit information about the Client in relation to credit provided by Liveli.
- 11.2 The Client agrees that Liveli may exchange information about the Client with those credit providers and with related body corporates to assess any application by the Client for credit.
- 11.3 The Client consents to Liveli being given a consumer credit report to collect overdue payment on commercial credit.

12. General

- 12.1 The failure by Liveli to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Liveli's right to subsequently enforce that provision. 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.

- 12.2 These terms and conditions and any contract to which they apply shall be governed by the laws of Western Australia in which Liveli has its principal place of business and are subject to the jurisdiction of the courts in Western Australia.
- 12.3 Liveli shall be under no liability whatsoever to the Client for any indirect or consequential loss or expense (including loss of profit) suffered by the Client arising out of a breach by Liveli of these terms and conditions. Liveli's liability shall be limited to damages which under no circumstances shall exceed the Price of the Product for one month.
- 12.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Liveli nor to withhold payment of any invoice because part of that invoice is in dispute.
- 12.5 Liveli may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 12.6 The terms "include" and "including" are deemed to mean "include without limitation".
- 12.7 The Client agrees that Liveli may amend these terms and conditions at any time. If Liveli makes a change to these terms and conditions, then that change will take effect from the date on which Liveli notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Liveli to provide any Product to the Client.
- 12.8 Neither party shall be liable for any default caused by any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 12.9 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.