

Terms and Conditions for the Sale of Product by Solid Support

1. DEFINITIONS

Under these terms and conditions, the following definitions apply:

- 1.1. **Reseller** means Solid Support Pty Limited (ABN 65 058 210 254, ACN 058 210 254).
- 1.2. **Software Developer** means the person, firm or corporate entity that creates the Product.
- 1.3. **Customer** means the person, firm or corporation identified as the purchaser in the purchase order form.
- 1.4. **Product** means the subscription for the software programs, web-based applications, bespoke solutions, and all related documentations sold to the Customer by the Reseller, as identified in the purchase order form.
- 1.5. **End User License Agreement** or (**EULA**) means the agreement the customer enters into with the Software Developer for using their Products.
- 1.6. **Services** means all the training, helpdesk and consulting services supplied to the Customer by the Reseller, as identified in the purchase order.
- 1.7. **Support** means the technical assistance for the purpose of fault resolution. It does not apply to any product training or instructions.

2. GENERAL

- 2.1. These Terms and Conditions are the entire agreement between the Reseller and the Customer in relation to the Services, the Support and the Product and all other terms are expressly excluded (other than any such terms agreed to in writing by the Reseller and signed by the Reseller).

3. SOFTWARE LICENCE

- 3.1. The Reseller has the right to sell the Product to the Customer.
- 3.2. The Product is sold to the Customer on these Terms and Conditions, and subject to the Customer entering into the EULA with the Software Developer.
- 3.3. The EULA is a contract directly between the Customer and the Software Developer, and the Reseller is not a party to it. The Product is provided to the Customer directly by the Software Developer pursuant to the EULA. The Reseller is not acting as the agent of the Software Developer. The Customer agrees that its rights in relation to the Product are limited to those rights it has against the Software Developer under the EULA. The Customer acknowledges and agrees that to the maximum extent permitted by law, the Reseller does not make any representation, warranty, promise or undertaking in relation to the Product and all statutory provisions of this nature that can be lawfully excluded are excluded.

4. PRICE

- 4.1. All prices quoted by the Reseller are exclusive of GST and any other taxes or duties, which may be levied in connection with the supply of the Products and Services.

5. PAYMENT TERMS

- 5.1. Payment must be pre-paid in full before the relevant Product licence, link to download and serial number / access code are supplied by the Reseller. They will not be supplied until payment is made.
- 5.2. Services will not be provided unless all payments are up-to-date. Additional fees & charges will apply to reinstate and upgrade the latest version of your Product if the subscription for Services has expired without being renewed. Payments for Services must be made in advance of the relevant service period.
- 5.3. All payments must be made in Australian dollars by electronic funds transfer to the account details specified in the invoice issued by the Reseller.
- 5.4. Customers can choose to pay for their Product and Services via credit card. This is facilitated by a third-party provider (Shopify). The Customers will pay the prevailing credit card transaction fee. This will be included in the invoice as a separate line item.

6. DELIVERY

- 6.1. The Reseller will provide the relevant software licence, link to download and serial number / access code for the Product to the Customer once the Customer has paid in full the purchase price for the Product.

7. CANCELLATION OF ORDERS

- 7.1. The Reseller will not accept cancellation of orders without specific authorisation in writing by the Reseller.
- 7.2. If the Customer needs to return the Product, the Customer must contact the Accounts Team (accounts@solidsupport.com.au) of the Reseller within five (5) days of purchase. In requesting a refund, the Product license will be cancelled. The Accounts Team will process the refund once the Software Developer has confirmed that the Product license has been cancelled.
- 7.3. If the Customer purchased the Product via the Online Store and requested a refund, the refund will be issued minus the initial credit card transaction fee. The Accounts Teams will issue the refund to the nominated bank account provided by the Customer.

8. ANNUAL MAINTENANCE CONTRACT (AMC)

- 8.1. Customers are recommended to buy an annual maintenance contract (“AMC”). The first-year purchase of the AMC is mandatory with the software. Afterwards, the Customer may decide to buy the AMC every year.

- 8.2. Unless otherwise specified in an invoice or agreed between the parties, the term of the AMC will be one year commencing on the date the Product was originally supplied to the Customer.
- 8.3. This term may be extended by agreement of the parties for further periods. The customer must pay any relevant service fee(s) before the services under renewed period starts.

9. HELPDESK SUPPORT SERVICES

- 9.1. Customers have access to unlimited helpdesk Support services during the period their AMC is in place.
- 9.2. The operating hours of the Australian Helpdesk Support Services are Mondays to Fridays 09:00 – 17:00 Australian Eastern Standard Time (AEST). This changes to Mondays to Fridays 09:00 – 17:00 Australian Eastern Daylight Time (AEDT) where applicable.
- 9.3. This Helpdesk Support service is provided remotely via telephone, email, and video conferencing means.

10. ON-SITE SUPPORT SERVICES

- 10.1. Customers may request the provision of on-site support services.
- 10.2. The operating hours of the Australian on-site support services are aligned to the Customer's operating hours. The Reseller and the Customer will set mutually acceptable times for the delivery of the on-site services.
- 10.3. On-site support service will be charged at a consultant rate per hour + business travel expenses accrued whilst delivering services.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. Customer will take all reasonable care to safeguard the Software Developer's intellectual property rights in the Product and agrees not to do or fail to do anything which would adversely affect those rights.
- 11.2. The Software Developer and Reseller do not claim data ownership over the Customer information that is entered into the Product. This means the data entered by the Customer using the software programs, web-based applications, and bespoke solutions is owned by the Customer.

12. LIMITATION OF WARRANTIES AND LIABILITIES

- 12.1. By agreeing to the use of the Product, the Customer is bound by the End User License Agreement (EULA) provided by the Software Developer. The Customer is liable for any errors caused by using the Product. The Customer agrees that it will comply with the EULA. The Reseller shall not be liable, nor shall any refund or compensation be provided, if the EULA is terminated for any reason.
- 12.2. Any advice and/or recommendations provided by the Reseller to the Customer is based on the data provided by the Customer to the Reseller. The Reseller interprets the data based on the approach most suitable for the Customer.

- 12.3. Notwithstanding anything else in this agreement and to the maximum extent permitted by law, the maximum aggregate liability of the Reseller to the Customer under or in relation to this agreement, the Product or any Services provided is limited to the sum of all purchase price and fees paid by the Customer to the Reseller.

13. FORCE MAJEURE

- 13.1. The Reseller or Customer is not in breach of these terms and conditions if the Reseller or Customer fails to perform its obligations due to any “Force Majeure”.
- 13.2. “Force Majeure” includes adverse military actions, extreme weather phenomena, biological, chemical, and public health emergencies, or any other event or circumstance beyond the reasonable control of the Reseller.

14. WAIVER

- 14.1. No waiver of any rights contained in these terms and conditions will be effective unless executed in writing and signed by a duly authorised representative of the Reseller or Customer.

15. SEVERABILITY

- 15.1. Each provision of these terms and conditions is severable and if any provision is declared invalid, the remaining provisions will remain in full force and effect.

16. GOVERNING LAW

- 16.1. These terms and conditions are governed by the laws of the Commonwealth of Australia. Any dispute shall be resolved by legal means under the jurisdiction of the Courts of the State of New South Wales, Australia.