

## Bepoz Global Pty. Limited Advantage+ Subscription Agreement Terms & Conditions

### 1. OWNERSHIP OF EQUIPMENT

- a) Bepoz Global Pty. Limited Global Pty Limited "We" are the owner of the Equipment and Software. "You", the customer only has the right to use it.
- b) For the purposes of this Subscription Agreement, Equipment includes hardware, software and services.

The following products and services offered under this agreement are optional with all setup costs waived.

- i) Visitor Registration System
- ii) Eze Gift, Eze Ticket, set up and monthly fee
- iii) Your Order Platform – Set up and configuration.
- c) You must protect our ownership of the Equipment and not attempt to sell, hire or deal with it in any way.

### 2. ENTIRE AGREEMENT

- a) The entire Subscription Agreement between you and us consists of these Terms and Conditions, Schedule 1, the Bepoz Global Pty. Limited Quote as identified in Schedule 1 by the Quote No. and the credit application form.
- b) This Subscription Agreement cannot be cancelled or terminated except in accordance with its terms.
- c) Any brochures and marketing material you may have seen are provided for your information only and do not form part of this Subscription Agreement.

### 3. DISCLAIMER OF WARRANTIES

- a) Upon delivery of the Equipment you must inspect it and satisfy yourself that it is in good operating order and condition.
- b) You must rely on your own judgment as to:
  - i) The quality and condition of the Equipment and its fitness and suitability for any particular purpose; and
  - ii) The performance of services provided by third parties.

- c) No warranties are given in relation to the Equipment or any services other than those implied by law.
- d) To the extent permitted by law, damages for breaches of warranties implied by law are limited to repair or replacement of the Equipment or the re-supply of the services.
- e) We exclude all liability for indirect or consequential damage, loss of income, loss of profit or interruption of business.
- f) No salesperson or agent of the seller of the Equipment is authorised to change any term of this Subscription Agreement or to make any warranties or representations about it, oral or otherwise.

### 4A. CORRECTION OF ERRORS

You authorise us to complete any blanks or correct any errors in this Subscription Agreement including inserting serial numbers, model numbers, the Start Date, Payment Date and Contract Number.

### 4B. MINIMUM SUBSCRIPTION PERIOD (MSP)

- a) The Bepoz Global Pty. Limited Advantage+ Subscription is a perpetual agreement with a MSP, that you can select at the commencement of the agreement.
- b) The choice of MSP is, 24month, 36 months and 48 months. This selection is noted in Schedule 1.
- c) Where the agreement survives the MSP, it automatically converts to a month to month agreement that can be terminated by either party on 30 day written notice.

### 4C. ADDITIONAL SOLUTIONS ( EZE-GIFT, TICKETING, YOUR ORDER.)

Eze-Gift, Eze Voucher, Eze Ticketing and Your order are offered with free set up and configuration. You agree and understand that executing transactions on these platforms by way of making sales will incur payment costs to you from the financial merchant provider (bank or payment provider) and Bepoz also charges a transaction fee.

Where you accept to use these additional products, you will be required to sign up to the terms and conditions of these product where the transaction fee will be determined.

There is no requirement to take up these additional products.

# Bepoz Advantage+™

## 5. PAYMENTS

- a) You must pay Bepoz Global Pty. Limited Global Pty. Limited, the Total Monthly Subscription Payment shown in Schedule 1, titled " Total Bepoz Global Pty. Limited Advantage+ Monthly Subscription"
- b) Payments are due monthly in advance commencing on the Go Live date and monthly thereafter. To avoid confusion, GO Live date is the first date that the venue is able to trade using the Advantage+ solution.
- c) If the Payment Date falls on a weekend or public holiday, payment is due on the next business day.
- d) Unless we otherwise agree, all payments must be made by direct debit from your bank account or credit card.
- e) If there is any change to the amount of GST payable or if any other taxes or government charges become payable in respect of this Subscription Agreement, you agree that we may adjust the Total Monthly Subscription Payment accordingly.
- f) You are unconditionally bound to pay all amounts due under this Subscription Agreement in full without set-off or counterclaim, and without any deduction in respect of taxes, unless prohibited by law, on any account whatsoever. This obligation continues no matter what happens, even if the Equipment is lost, stolen, damaged or destroyed.

## 6. REFUNDABLE DEPOSIT

On signing of this agreement, you are required to pay to us, 10% of the "Total Price of the Hardware and Professional Services" as detailed in Schedule 1. This deposit is fully refundable upon termination of this agreement in accordance to its terms and the return of the hardware equipment in reasonable working order.

## 7. USE AND MAINTENANCE OF EQUIPMENT

- a) You must keep the Equipment in good condition and working order, normal fair wear, and tear excepted.
- b) You must use, service and maintain the Equipment in accordance with the manufacturer's instructions and recommendations.
- c) You cannot modify the Equipment.

## 8. LOCATION AND INSPECTION

- a) You may move the equipment to meet the operational needs of the venue. Moving of equipment will be within the site only. If equipment needs to be relocated to a different store, you will contact Bepoz Global Pty. Limited for support. If any equipment needs to be relocated to another venue, Bepoz Global Pty. Limited will be contacted and charges will apply for a technician to go on-site.
- b) You agree to provide full access for Bepoz Global Pty. Limited to inspect the equipment to confirm its existence, condition, and proper maintenance. This will be in the presence of you or your agent.

## 9. LATE PAYMENTS

- a) If Total Monthly Subscription Payment or any other amount due is not paid in full on time, you are in default and we are entitled to recover liquidated damages on the overdue amount which you agree is a genuine pre-estimate of the actual loss that we will suffer as a result of you being late in any payment to us.
- b) Bepoz Global Pty. Limited at its discretion may provide you with 10 working days to rectify the default before initiating damages and recording the default with its Credit Reporting Agency
- c) In addition, you agree to reimburse us for the amount that our bankers charge us for your dishonoured payment(s).
- d) All liquidated damages are payable on demand which we may demand by debiting the amount of any liquidated damages from your nominated bank account or credit card on any date at our election without notice to you.

## 10. DEFAULT

You will be considered to be in default if you:

- a) Do not pay in full any Total Monthly Subscription Payment or any other amounts due in accordance with clause 5;
  - b) Fail to insure the Equipment if you are required to do so under clause 5( f );
  - c) Become insolvent, bankrupt or become subject to any arrangement or composition, or as a company or business you enter administration, receivership, liquidation or external administration;
- or
- d) Sell, dispose, or encumber the Equipment or attempt to do any of those things.

## 11. TERMINATION

This Subscription Agreement will terminate upon the occurrence of any of the following events:

- a) We give you notice terminating this Subscription Agreement after your default;
- b) You provide us notice of termination and you return the Equipment to us at any time after the MSP has been met.

## 12. CONSEQUENCES OF EARLY TERMINATION

If this Subscription Agreement is terminated under clause 10, you must immediately:

- a) Pay to us:
  - i) All overdue Total Monthly Subscription Payments up until the MSP has been met; plus
  - ii) The loss of money associated with the loss of not receiving the Equipment back, plus
  - iv) Any liquidated damages payable under clause 9 and any other amounts payable under this Subscription Agreement, which amount you agree is a genuine pre-estimate of the loss that we will suffer because of the early termination of this Subscription Agreement;

and

- b) Return the Equipment to us in accordance with clause 12 if you have not previously done so.

## 13. RETURN OF EQUIPMENT

- a) On termination of this Subscription Agreement, you must return the Equipment at your expense, (only in the event of early termination) in as good condition as the Equipment was delivered to you, except for normal fair wear and tear.
- b) It is your responsibility to remove any personal data and software not specified in Schedule 1, that is stored on or in the Equipment before returning it to us.
- c) We expressly deny all liability for any consequences arising from your failure to remove such information.
- d) If any Equipment is returned to us other than in accordance with paragraph (b), you must pay to us, calculated at our standard rates, for our services required to remove any personal data in accordance with paragraph (b).

## 14. REPOSSESSION OF EQUIPMENT

- a) If you fail to pay any Total Monthly Subscription Payment or if you fail to return the Equipment when you are required to do so under this Subscription Agreement, in addition to our other rights, Bepoz Global Pty. Limited or our authorised agents can, accompanied by your representative, repossess the Equipment.
- b) Subject to complying with any applicable law, we may sell any repossessed Equipment at any time.
- c) If we have not terminated this Subscription Agreement, you may collect the Equipment from us only if you have paid all amounts payable under this Subscription Agreement (including any amounts owing under clause 16(a)).
- d) We may sell any Equipment we repossess at any time after this Subscription Agreement is terminated. The Net Sale Proceeds (being the actual amount received by us from the sale of the Equipment less all costs incurred by us in selling the Equipment, including agent's fees or commissions, storage costs, transport costs and our administration costs) will be applied towards the Residual Amount and all other amounts payable by you under this Subscription Agreement or any other agreement between us or will be paid to you if you have previously paid all amounts due to us under this Subscription Agreement or any other agreement between us.

## 15. END OF MINIMUM SUBSCRIPTION PERIOD

At the end of Minimum Subscription Period, the agreement will continue on a month to month basis and; continue to pay the monthly subscription and retain the use of the Equipment fully maintained by Bepoz Global Pty. Limited at Bepoz Global Pty. Limited's expense.

Notwithstanding anything contained in this Subscription Agreement you have no right or obligation at any time to purchase the Equipment.

## 16. ASSIGNMENTS

- a) If you sell your the business to another party who wishes to still trade under the legal entity, the buyer will be forwarded new direct debit form from Bepoz Global Pty. Limited and be issued with a change of ownership document. All equipment will be kept in store. You must inform Bepoz Global Pty. Limited of change of ownership.

## 17. COSTS, INDEMNITIES AND COMMISSIONS

- a) You must pay or reimburse us for:
  - i) All taxes (including GST) payable in connection with this Subscription Agreement; and
  - ii) Any expenses we reasonably incur in enforcing this Subscription Agreement or incur because you have repudiated, terminated or breached this Subscription Agreement, including, without limitation, any legal costs and expenses, financing break costs, costs incurred in repossessing or attempting to repossess the Equipment and costs incurred in storing and disposing of the Equipment.
- b) You must indemnify us for:
  - i) Liability for any injury or death to any person or damage to any property arising directly or indirectly from the Equipment or its use, and
  - ii) A claim for patent, trademark or copyright infringement, for strict liability or for any other reason being made against us in connection with the Equipment or its operation.

## 18. PRIVACY

- a) We comply with the applicable laws in relation to data protection.
- b) You have a right to request access to the personal information that we hold about you.
- c) We agree to provide you access to, or with a copy of, the personal information that we hold about you.
- d) You agree to us collecting personal information about you for the purposes of:
  - i) Assessing existing or future application(s) for consumer or commercial credit, managing your account, responding to your questions, enforcing our rights, performing our obligations and protecting our assets;
  - ii) (blank)
  - iii) Providing you with information about our other products and services and the products and services offered by our dealers or suppliers; and
  - iv) Any guarantee given or to be given by you or any guarantee given or to be given by any other person as your guarantor and the enforcement of any guarantee.

- e) We collect your personal information primarily from you. You agree that we may also collect personal information about you from the supplier of the Equipment; other credit providers; insurers; any of your employers, former employers, referees, banks, landlords, guarantors, accountants, lawyers and financial advisers; service providers to us (including debt collection agencies, introducers, investigators, professional advisers); professional organisations; the internet; public and subscriber only databases; and government authorities.
- f) You agree that we can obtain from credit reporting agencies and/or any business providing information about commercial credit worthiness:
  - i) Consumer credit report(s) about you for application(s) for commercial credit; and
  - ii) Commercial credit report(s) about you for application(s) for consumer credit.
- g) You agree that we can disclose your personal information to:
  - i) Any person as permitted or required by law;
  - ii) Bepoz Global Pty. Limited will only disclose information in the event of default to our debt collection agency. Prior written consent from the party on the contract will be sort;
  - iii) Any person specifically authorised by you in writing to obtain your personal information from us.
- h) You agree that the main consequence for you if you do not provide to us the personal information that we require, is that any application for credit is unlikely to be approved.

## 19. SEVERABILITY

If:

- a) Any law would otherwise make a provision of this Subscription Agreement illegal, void or unenforceable in any jurisdiction; or
- b) A provision of this Subscription Agreement would otherwise contravene the law or impose an obligation or liability which is prohibited by law, this Subscription Agreement is to be read as if that provision were varied to the extent necessary to comply with the law or, if necessary, omitted, without affecting the continued operation of the rest of this Subscription Agreement.



## 20. NOTICES

- a) You must tell us if you change your bank account or credit card details, your business, postal or email address, or if you think there is any information that we should be aware of about your ability to comply with this Subscription Agreement.
- b) We can give you notice by delivering it to you personally or leaving it at, or sending it by post, to your business or postal address last known to us.
- c) A certificate signed by one of our authorised officers is adequate proof of the facts stated in it relating to this Subscription Agreement and rights and obligations arising under it in the absence of manifest error.
- d) You consent to us and our related bodies corporate sending commercial electronic messages to you.

## 21. CHANGES TO SUBSCRIPTION AGREEMENT

- a) We may change this Subscription Agreement at any time by giving you not less than 30 days' notice.
- b) Any change shall not affect the amount payable equal to the minimum monthly Subscription term, except as permitted in accordance with clause 5(f)) and shall only apply to obligations arising after the minimum monthly Subscription term.

## 22. FEES

- a) We reserve the right to charge fees for services we provide that fall outside the scope of this agreement.
- b) Fees will be charged at our standard rates applicable from time to time.

## 23. GOVERNING LAW

- a) This Subscription Agreement is governed by the laws of NSW Australia
- b) The parties submit to the exclusive jurisdiction of the courts of NSW

## 24. INTERPRETATION

Capitalised terms used in Schedule 1, have the same meaning in this Subscription Agreement.

## 25. JOINT AND SEVERAL OBLIGATIONS

If there is more than one, "you" means each of you separately and all of you jointly.

## 26. DEBITING YOUR ACCOUNT

- a) By signing the Direct Debit Request (DDR), you authorise us to debit funds from your nominated account for any amount payable under this Subscription Agreement and any other agreement between you and us.
- b) If any payment falls due on a non-business day, it will be debited from your nominated account on the following business day.
- c) All enquiries should in the first instance be directed to Bepoz Global Pty. Limited UK Limited
- d) Your records and account details held by us will be kept confidential, except information required by our bankers in the event of a claim or relating to an alleged incorrect or wrongful debit.

## 27. CHANGES

- a) If you want to request a change to the drawing arrangements, contact us at least 14 days prior to the next scheduled drawing date. You should contact us before contacting your bankers.
- b) These requests may include:
  - i) Deferring the drawing;
  - ii) Stopping an individual debit;
  - iii) Suspending the DDR; or
  - iv) Cancelling the DDR completely.
- c) However, as we have relied on your agreement to honour the DDR, we would be unlikely to agree to a request to change it, unless you provide a reasonable proposal as to how you will make good your payment obligations under this Subscription Agreement.

## 28. YOUR OBLIGATIONS

- a) It is your responsibility to:
  - i) Ensure that your nominated account can accept direct debits;
  - ii) Check your nominated account details with your bankers before completing the DDR;
  - iii) Ensure that there are sufficient cleared funds in the nominated account, by the due date, to allow for payment of the amounts payable; and
  - iv) Advise us if the nominated account is transferred or closed.
- b) If your drawing is returned or dishonoured by your bankers, you should contact us to make suitable arrangements to rectify the non-payment. If no contact is made, we reserve the right to redraw the non-payment plus any applicable liquidated damages and fees payable pursuant to this Subscription Agreement at any time at our discretion.
- c) You will be responsible for paying any charges including, but not limited to, taxes, liquidated damages payable pursuant to clause 8 of this Subscription Agreement and any other fees and charges payable.

## 29. DISPUTES

- a) If you believe that a drawing has been initiated incorrectly, contact us during business hours before contacting your bankers.
- b) If you do not receive a satisfactory response from us to your dispute, contact your bankers who will respond to you with an answer to your claim:
  - i) Within 7 business days (for claims lodged with in 12 months of the disputed drawing); or
  - ii) Within 30 days (for claims lodged more than 12 months after the disputed drawing).
- c) You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

## 30. LOSS OR DAMAGE

- a) You assume and bear the risk of loss or damage to the Equipment. If the Equipment is lost or damaged you agree to replace or repair the Equipment at your cost, and to continue to pay the Total Monthly Subscription Payments in accordance with clause 5.

- b) You agree to indemnify us for any loss or damage to the Equipment.

## 31. INSURANCE

- a) You must arrange and at all times keep the Equipment insured against loss and all other normally insured risks for its full replacement value during the Agreed Term.
- b) You must ensure that we are named as an additional insured party and loss payee under the policy.
- c) You must provide us with evidence that the Equipment is insured if we ask for it.
- d) You must not do, or fail to do, anything which would allow the insurer to refuse or reduce a claim; nor can you enforce, conduct, settle or compromise any claim without our consent.
- e) We are entitled to receive any amounts paid by an insurer. If you receive them, you hold them on trust for us.

## 32. RISK OF LOSS OR DAMAGE

- a) While we own the Equipment you retain and bear the risk of theft, loss or accidental damage to the Equipment occurring anywhere in the world at any time.

## 33. DAMAGED OR LOST GOODS

Damaged or lost goods will be replaced by Bepoz Global Pty. Limited for which you will be liable to pay.

## 34. BASIS OF SWAP-OUT WARRANTY

- a) In our absolute discretion, we may:
  - i) Repair any damaged Equipment;
  - ii) Provide swap-out equipment which may not be the same make, model or age or of similar condition to the Equipment provided it is of similar functionality.
- b) We reserve the right to choose any suitably qualified repairer to carry out repairs or any suitable supplier to replace the Equipment.