

EQPAY PTY LTD – TERMS AND CONDITIONS

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1 Introduction

- (a) In this Agreement the "Company" means EQPay Pty. Ltd. ACN 603 275 761.
- (b) In this Agreement "You" means Account holder.
- (c) The Company provides Services through a platform that allows You to maintain and manage commercial transactions relating to the ownership, maintenance and/or training of horses.
- (d) This Agreement outlines all the terms and conditions that apply to Your use of the Services and should be read in conjunction with all policies on the Company website (www.eqpay.com./legal) including but not limited to the Fee Terms, the Acceptable Use Policy and the Privacy Policy.
- (e) If You do not agree to these terms and conditions, You will not be allowed to use the Services.
- (f) This Agreement will be automatically renewed for the same period as the initial period unless this Agreement is terminated by You or the Company in accordance with these terms and conditions.

2 Commencement of the Agreement

This Agreement commences on the date we accept Your order for the Services.

3 Service Availability

- (a) The Company will allow You to use and access the Services through Your personal devices during the term of this Agreement or unless terminated by the Company.
- (b) These Services also refer to Services provided by third parties we might engage to provide the Services.

- (c) You acknowledge that different terms and conditions including privacy policies may apply to that use by any third party.
- (d) The Services are only available to You within Australia and there is no licence implied or otherwise to use the Services outside the jurisdiction of the Commonwealth of Australia.
- (e) The Company will use due reasonable care and skill in providing the Services in accordance with this Agreement.
- (f) There may also be laws, conditions or warranties imposed by consumer protection legislation that apply to Services the Company supplies that cannot be excluded.
- (g) The Company cannot guarantee the systems used to provide the Services will be continuous or free from fault.
- (h) If at any time maintenance is required to be undertaken to improve or rectify the Services the Company will give reasonable notice wherever practicable.
- (i) The Company will allow You to access and use any content, information and related materials that may be made available through the Services, in each case solely for Your personal use.
- (j) The Services will at all time remain the property of the Company

4 Account, Username, Passwords and Content

- (a) You will be required to register and open an Account with the Company, which will require You to submit certain personal information, such as Your name, address, mobile phone number and age, as well as at least one valid payment method (either a credit card or nominated Bank Account).
- (b) Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in Your inability to access and use the Services, additional fees associated with late payment of invoices or the Company may terminate the Services.

- (c) You agree to provide whatever means of identification the Company requires to open the Account.
- (d) You are responsible for all activity that occurs under Your Account, and You agree to maintain the security and secrecy of Your Account username and password at all times.
- (e) Unless otherwise permitted by the Company in writing, You may only possess one Account.
- (f) You will keep any passwords or log-in details used in connection with the Services secure and You are totally responsible for when and how Your Account with the Company is used and the actions of any people You give Your password and log-in details to.
- (g) You will not authorise third parties to use Your Account.
- (h) You are solely responsible for Your data and any content You use or store in connection with the Service.
- (i) You grant the Company a licence to use and reproduce all Your data and content in order to fulfil the Company's obligations under this Agreement.
- (j) If at any time You use the Services in a way which is not legal, breaches this Agreement, any applicable law or regulation including the common law the Company may at its sole discretion suspend, disable, limit or terminate the Services and deny You access to the Service without notice, including taking down any of Your data or content.
- (k) You agree that the Services may send You informational text (SMS) and Email messages as part of the normal business operation of Your use of the Services.
- (l) You may opt-out of receiving text (SMS) messages from EQPAY at any time by sending an email to support@eqpay.com indicating that You no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages.
- (m) You acknowledge that opting out of receiving text (SMS) messages may impact Your use of the Services.

5 Your Warranties, Liabilities and Undertakings

- (a) You will indemnify the Company for any loss or damage we suffer relating to Your breach of this Agreement arising out of the use of the Services and will be liable for any costs, including legal costs, relating to Your breach of this Agreement.
- (b) At the time of entering into this Agreement You are not relying on any representation made by the Company or its employees, agents or representatives that has not been stated expressly in this Agreement, or on any information contained in any other document, web site or publicity material used by the Company.
- (c) You will not to decompile, reverse engineer or disassemble the Services except as permitted by law.
- (d) You will not copy, mirror or frame any part of the Services.
- (e) You will not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services.
- (f) You will not attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.
- (g) You will not remove any copyright, trademark or other proprietary notices from any portion of the Services.
- (h) You will not reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by the Company.
- (i) You warrant by using the Services that You are over the age of eighteen (18) years or have attained the age of majority in the jurisdiction that You are resident in.

6 The Company's Warranties and Liabilities

- (a) The Company accepts liability for the supply of the Services to the extent provided in this Agreement.
- (b) The Company does not warrant that the Services:
 - (i) provided under this Agreement will be uninterrupted or error free;
 - (ii) will meet Your requirements, other than as expressly set out in this Agreement;
 - (iii) will be free from external intruders (hackers), virus or worm attack, denial of service attack, or other persons having unauthorised access to the Services or systems of the Company; or
 - (iv) will be free from external fraud.
- (c) Subject to clause 6(b):
 - (i) The Company excludes all liability for indirect, incidental, special and consequential loss or damage of any kind, loss or corruption of data, loss of use, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this Agreement and/or its subject matter;
 - (ii) the Services are provided on an 'as is' and 'as available' basis;
 - (iii) The Company does not make or give any express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any goods or Services provided under or incidental to this Agreement;
 - (iv) no oral or written information or advice given by the Company, our resellers, agents, representatives or employees shall create a warranty or in any way increase the scope of the express warranties hereby given, and You may not rely on any such information or advice;

- (v) the Company's total aggregate liability to You for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services will be limited to the charges paid by You in the 12 months preceding the claim in respect of the Services which are the subject of any such claim. Any claim must be notified to us within one year of it arising;
 - (vi) In the event that this Agreement constitutes a supply of goods or Services to a consumer as defined in the Competition and Consumer Act 2010 (Cth) nothing contained in this Agreement excludes, restricts or modifies any remedies or guarantees where to do so is unlawful;
 - (vii) To the full extent permitted by law, where the benefit of any such remedy or guarantee is conferred upon You pursuant to the Competition and Consumer Act 2010 (Cth) the Company's sole liability for breach of any such remedy or guarantee shall be limited to the remedies available under that Act.
- (d) The Company specifically excludes any warranty as to the accuracy or quality of information received by any person via Your server and in no event will the Company be liable for any loss or damage to any data stored on the server. You are responsible for maintaining insurance cover in respect of any loss or damage to Your data stored on the Server.

7 Suspension and Termination of the Service

- (a) The Company may suspend or terminate Your Account if:
 - (i) You breach this Agreement and fail to rectify any remediable breach within 7 days of the Company notifying You to do so;
 - (ii) You become insolvent;
 - (iii) You are declared bankrupt;
 - (iv) The Company receives a legal warrant or other document from a law enforcement agency requiring disclosure of information relating to a breach of any law; or
 - (v) The Company is ordered to do so by a court or pursuant to an arbitration award.

- (b) In addition to any other rights the Company may have under this Agreement, You agree that the Company may, without notice to You and without any liability to the Company, amend, alter or take down Your data or content if the Company:
- (i) receives an order from a court or other competent body requiring us to do so;
 - (ii) is directed to do so by the Australian Communications and Media Authority, any other regulatory body or authority or industry association;
 - (iii) considers in our sole discretion that You are breaching this Agreement including without limitation, by infringing third party intellectual property rights, or because Your data or content is defamatory, illegal, obscene or breaches a person's privacy.
- (c) From time to time the Company may have to suspend or disconnect the service without notice or deny Your access to the Service during any technical failure, modification or maintenance involved in the Service. The Company will use reasonable endeavours to resume the Services as soon as reasonably practicable. In these circumstances You will remain liable for all charges due throughout the period of suspension.
- (d) If Your Account has been suspended or terminated due to Your breach, the reactivation of Your Account will be at the Company's discretion. If the Company agrees to reactivate Your Account, the Company will require payment in full of all outstanding amounts and payment of a reactivation fee.
- (e) You may terminate Your Account or any individual Service with the Company for any reason at any time by doing so through the customer control panel on our website. Unless You are terminating Your Account due to a breach of this Agreement by the Company, refunds for monies paid in advance will not be repaid unless the Company agrees to do so in its sole discretion.
- (f) If the Company decides to terminate Your Service for reasons other than a breach of these conditions, the Company can do so by giving You 7 days written notice. In this circumstance, the Company will refund any remaining unused funds in Your Account.

- (g) If Your Account is closed for whatever reason You must pay all outstanding charges immediately.
- (h) The Company is under no obligation to provide You with a copy of Your data or content if the Company suspends or terminated Your access to the Service for Your breach. If the Company provides You with a copy of Your data or content in such circumstances, the Company is entitled to charge a fee for doing so.
- (i) If the Company terminates Your Account or any Service in such circumstances the Company may also at its sole discretion destroy Your data or content. If Your data or content is destroyed it may not be recoverable.

8 Fees, Charges and Payments

- (a) All Fees payable by You to the Company for the Services will be in accordance with the relevant Fees published from time to time on the Company website and will be due and payable upon receipt of the invoice, or on other terms separately agreed by the Company.
- (b) The price of the Services provided by the Company will remain fixed for the period covered by the Fees on a daily basis. After that time You will be billed at the rates current on the website at the time the Service is renewed.
- (c) You understand that use of the Services may result in charges to You for the Services or goods You receive from a Third Party Provider ("Charges").
- (d) The Company will facilitate Your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by You to the Third Party Provider.
- (e) You retain the right to request lower Charges from a Third Party Provider for Services received by You from such Third Party Provider at the time You receive such Services.
- (f) All Charges are due on the agreed due date and trading terms as specified by the Third Party Provider and payment will be facilitated by EQPAY using the preferred payment

method designated in Your Account, after which EQPAY will update Your Account with the invoice marked as paid.

- (g) If Your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, You agree that EQPAY may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in Your Account, if available.
- (h) If You exceed the Company's credit terms, the Company may charge You a late fee.
- (i) The Fees published on the website and the charges are inclusive of any government taxes or charges unless otherwise noted.
- (j) The Company will only provide the Services to You where You have paid for the Services in full.
- (k) Without prejudice to the Company's other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, the Company reserves the right, at its discretion, to suspend the provision of Services to You until the required payment is received (including any late payment Fees, interest, debt recovery charges and reactivation Fees) in full.
- (l) If You fail to make payment in accordance with the terms of this Agreement, You will become liable for any reasonable costs incurred by the Company in recovering the debt (including any legal Fees, collection agency charges or any other reasonable costs) and interest on the outstanding amount, calculated at the daily rate of 15% per annum, from the due date of the payment.
- (m) Upon registration of a credit card Account, You give the Company authorisation to debit Your credit card for all charges up to a certain agreed value.
- (n) You can at any time increase the agreed value of Your credit card.
- (o) The billing cycle begins from the date You register.
- (p) You consent to the Company obtaining a report from a credit reporting agency on Your credit worthiness.
- (q) If the Company receives notice of a chargeback, declined or reversed payment from a credit card Company in connection with payments made by You for the Services, the Company reserves the right to suspend the provision of Services to You until the Company

receives the required payment (including any bank charges incurred, late payment Fees, interest, debt recovery charges and reactivation Fees) in full.

- (r) In the event this Agreement constitutes a supply of goods or Services to a consumer as defined in the Competition and Consumer Act (Cth) ('Act'), and You cancel Your Service because the Company has failed to meet one or more of the consumer guarantees under the Act, we will refund to You any unused portion of Your Service fee and any other amount You have prepaid, as well as any Service fee where the Services provided did not meet the consumer guarantees.
- (s) The Company reserves the right to establish, remove and/or revise Fees associated with the delivery of these Services at any time in EQPAY's sole discretion.
- (t) The Company reserves the right to pass on third party Processing Fees associated with the delivery of these Services at any time in the Company's sole discretion.

9 Backup of Your Data

- (a) The Company is not responsible for storing any of Your data and You should make relevant arrangements to back up and archive all Your data.
- (b) The Company will archive Your data on a regular basis for the purposes of disaster recovery. In the event of equipment failure or data corruption, the Company will restore from the last known good archive. In the event of corruption of all of the archives, or in the event that an old archive is used to restore data, You should be prepared to upload Your data to Your website.

10 The use of Spam and Virus Filters

The Company uses spam and virus filters and, to the maximum extent permitted by law, this may require the Company to use third party equipment or Services to monitor and filter email traffic between the Company's equipment and the Internet. To the maximum extent permitted by law, the Company will not be liable for any loss or damage resulting from the use of spam or virus filters.

11 Intellectual Property

All right, title and interest in any technology, techniques, software or trade mark that is used in, or provided by the Company, as part of the Services is owned by the Company.

12 Severability

If any clause of these terms and conditions is held to be invalid or unenforceable in whole or in part, the invalid or unenforceable wording may be severed from this Agreement and the remaining terms of this Agreement continue in force.

13 Assignment

- (a) You must not assign or otherwise transfer Your rights or obligations under this Agreement without the Company's written consent.
- (b) The Company may assign or otherwise novate or transfer its rights and obligations under this Agreement to:
 - (i) a related body corporate, including without limitation as part of a change in how the Company provides the Services or as part of a partial or full restructuring of the Company's business; and
 - (ii) another person as part of the sale, or restructuring, of all or part of our the Company's business, and You agree that the Company can transfer all necessary information (including, without limitation, personal information and credit card details) to the related body corporate or other person, and they may use that

information, in order for them to be able to continue providing the Services to You. If You do not agree to the assignment, novation or transfer, You may terminate this Agreement and we will refund any remaining unused credit on Your Account.

14 Changes to Terms

- (a) The Company may change the terms and conditions of this Agreement (including the Acceptable Use Policy and Privacy Policy) at any time.
- (b) Details of the current terms will always be available on the Company website.
- (c) Any change to this Agreement other than price changes will become effective upon their publication on the website and Your use of the Services following publication of any amended version of this Agreement will constitute acceptance of the amended terms.
- (d) If You do not wish to accept the amended terms and conditions, You may terminate this Agreement by giving the Company notice. In these circumstances the Company will refund any remaining unused credit on Your Account.

15 Entire Agreement

These terms and conditions constitute the entire Agreement between the Company and You. It supersedes all prior Agreements, understandings and representations whether oral or written.

16 Governing Law

These terms and conditions are governed by the laws in force in the state of Queensland. Both parties agree to submit to the non-exclusive jurisdiction of the Courts of Queensland.

17 Notifications & Communications

- (a) All notifications under this Agreement will be by email to Your nominated internet address. By entering into this Agreement You agree to receive other email communications of a marketing and promotional nature unless You opt out of the Company's mailing list.

- (b) You will not be able to opt-out of critical service notifications, renewal, billing and Account notifications, scheduled downtime notifications or any other communications deemed to be an essential part of the Service to You.

18 Relationship

- (a) Neither Party is the agent or legal representative of the other party, and this Agreement does not create a partnership, joint venture or fiduciary relationship between the parties;
- (b) Neither party shall have any authority to agree for or bind the other party in any manner whatsoever;
- (c) This Agreement does not confer any rights, remedies, or claims of any kind upon any third party, including without limitation to any end users.

19 Force Majeure

Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labour strikes, other than those of Seller or its suppliers, that prevent Seller from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

20 Interpretation

In this document, unless the context requires a different interpretation:

- (a) a singular word includes the plural and vice versa.
- (b) a word which suggests one gender includes the other gender.
- (c) if a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) a reference to a party to this document or any other document or Agreement includes the party's successors, permitted substitutes and permitted assigns.
- (e) a reference to a person includes a corporation, trust, partnership, unincorporated body, government, governmental agency, local authority, statutory body, or other entity whether or not it comprises a separate legal entity.
- (f) a reference to a clause, schedule, annexure or party is a reference to a clause of, and a schedule, annexure or party to, this document and references to this document include any schedules or annexures.
- (g) a reference to a document or Agreement (including a reference to this document) is to that document or Agreement as amended, supplemented, varied or replaced.
- (h) a reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.
- (i) if any day on or by which a person must do something under this document is not a Business Day, then the person must do it on or by the next Business Day.
- (j) a reference to a year or a month means a calendar year or calendar month respectively.
- (k) a reference to a time means eastern standard time.

- (l) the meaning of general words is not limited by specific examples introduced by “including”, “for example”, “such as” or similar expressions.
- (m) this document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision in it or because that party relies on a provision of this document to protect itself.
- (n) headings, footnotes and contents are for convenience only and do not affect the interpretation of this document.
- (o) a reference to a monetary amount is a reference to the currency of Australia.