

# SERVICES & SUPPORT - TERMS AND CONDITIONS

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## 1. Definitions

In this Agreement the terms have the following meanings:

- a) "Flexi Business Solutions" means "Flexi Business Solutions Pty Ltd. ABN: 17 103 420 113 ACN: 103 420 113". All references to this company are hereinafter referred to as "Flexi Business Solutions".
- b) "The Client" means any person, company, partnership, organisation or body at whose request, Flexi Business Solutions agrees to provide the products and/or services under the terms of the Agreement.
- c) "The Agreement" means the contract between Flexi Business Solutions and the Client to which these terms and conditions will apply.
- d) "Material" includes but is not limited to documentation, files, text, graphics, photos, trademarks, or other material, either in electronic or physical format, supplied to Flexi Business Solutions by the Client.

## 2. About This Agreement

These terms and conditions are designed to make Flexi Business Solutions and the Client clear on what is mutually required and expected. These terms and conditions apply to all products and services provided by Flexi Business Solutions in performing general services or support for the Client.

If the Client is in any doubt as to the meaning of terms and conditions outlined in this document, they are requested to contact Flexi Business Solutions by email on [legal@flexibusiness.com.au](mailto:legal@flexibusiness.com.au), or view the terms and conditions online at [www.flexibusiness.com.au/legals](http://www.flexibusiness.com.au/legals).

Flexi Business Solutions reserves the right to refuse to provide services and/or products at its discretion.

## 3. Amendment

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

## 4. Authorisation

The Client authorises Flexi Business Solutions to reproduce, enhance, digitally adapt or amend in some other way the Material provided by the Client for the purposes of providing the services that are included as part of the Agreement.

## 5. Copyrights and Trademarks

The Client unconditionally guarantees that Material supplied to Flexi Business Solutions is owned by the Client, or that the Client has permission from the rightful owner to use this Material, and will hold harmless, protect, and defend Flexi Business Solutions and its subcontractors from any claim or suit arising from the use of such Material supplied by the Client.

Flexi Business Solutions reserves the right to refuse any Material of a copyrighted nature unless adequate proof is given of permission to use such Material.

## 6. Price

Unless a written quotation has been given the prices for the services are subject to alteration without notice and the price charged to the Client will be that applicable at the date of Flexi Business Solutions' acceptance of the order. Orders are not binding upon Flexi Business Solutions until accepted by Flexi Business Solutions.

## 7. Payment

All invoices are payable no later than 14 days from the date of the invoice unless by prior arrangement with Flexi Business Solutions. Payment by cash is treated as immediate payment. Payment by other means (e.g. cheque) is treated as received

when the payment has been processed through the Flexi Business Solutions bank account. If the Client's cheque is returned by the bank as unpaid for any reason, the Client will be liable for a "returned cheque" charge of \$50.

Any variations or additions to work undertaken by Flexi Business Solutions must be requested in writing by the Client and will be quoted for separately by Flexi Business Solutions.

## 8. Non-payment, or late-payment of accounts

Flexi Business Solutions will contact Clients via email and/or telephone to remind them of payments if they are not received when due. If accounts are not settled or Flexi Business Solutions have not been contacted regarding the delay prior to the due date, Flexi Business Solutions reserves the right;

- To withhold provision of any goods or services that would otherwise be obliged to provide.
- To make administration charges for any overdue accounts.
- To demand full and immediate payment of fees to the end of a maintenance contract, where a maintenance contract applies.
- To make an additional daily charge, for any accounts not settled on time, equivalent to 10% above the current Reserve Bank Interest Rate.
- To take legal proceedings through the courts to recover any unpaid debts, and to recover out-of-pocket expenses incurred through these proceedings.

## 9. Refund Policy

Any services and third-party products and/or services, including but not limited to financial, business and I.T. related services, already paid for by the Client are non-refundable.

## 10. Cancellation

Cancellation of any work currently in progress may be subject to a charge, if expenses have been incurred in respect of third-party products and/or services.

Cancellation of ongoing or renewing services must be requested in writing at least 7 days prior to the service renewing.

Flexi Business Solutions reserves the right to cancel any service at any time without explanation or compensation, returning all Material supplied and returning any fees paid (less expenses directly incurred in purchase of third-party products and/or services for the Client).

Flexi Business Solutions reserves the right to give 3 months notice not to renew any contract for ongoing or renewing services. No reason need be given for this termination.

## 11. Liability

In no event will Flexi Business Solutions be held liable to the Client or any third-party for any damages, including, but not limited to any service interruptions caused by Acts of God or any other circumstances beyond the control of Flexi Business Solutions, any lost profits, lost savings or other incidental, consequential or special damages arising out of providing the services, even if Flexi Business Solutions has been advised of the possibility of such damages.

Where Clients use a third-party product and/or then their relationship is exclusively with the supplier of that product. Though Flexi Business Solutions may introduce these products and services, it is entirely up to the Client to inform themselves both as to benefits and risks and to correct usage.

The Client agrees to absolve & indemnify Flexi Business Solutions of any liability in the use of any Content in the Clients

website, and to assume full responsibility for any violations and legal actions which may arise at any time in the future.

## **12. Notices**

Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via e-mail or via regular mail. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m. Australian Eastern Standard Time, and otherwise on the next business day. Any communication sent via regular mail shall be deemed to have been validly and effectively given 5 business days after the date of mailing, if posted within Australia.

## **13. Privacy and Confidentiality**

To communicate with the Client, and for providing the services to the Client, Flexi Business Solutions requires personal information such as the Client's name, address, phone number and e-mail address.

This personal information will only be used for the purposes of performing work and/or services to the Client, and will not be shared or sold to third parties unless required by law, with the exception of subcontractors hired specifically for performing the work.

Flexi Business Solutions attempts to keep all personal information supplied by Clients accurate. Clients can help Flexi Business Solutions to update and maintain the accuracy of any personal information supplied by informing Flexi Business Solutions of any changes to this information.

## **14. Laws**

These conditions and all other express terms of contract shall be governed and construed in accordance with the laws of the state of Queensland and the Federal laws of Australia.

## **15. Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.