



Terms and Conditions by NEXUSsoft Pty Ltd

NEXUSsoft Pty Ltd ACN 164 585 5193 (NEXUSsoft) grants to you, the client named in the Registration Form (you), a non-exclusive, non-transferable licence to you to access and use the GuestCheckIn software (the Software) on the following terms (these Terms).

1) Definitions

Charges means the sums to be paid for the Licence and the Services and any other charges set out in the Registration Form;

Client Data means all data you make available to NEXUSsoft or maintain through use of the GuestCheckIn Software;

Documentation means operating information and associated materials provided by NEXUSsoft in respect of the Software;

Intellectual Property Rights means any patent, trademark, service mark, copyright, moral rights, right in a design, know-how, confidential information and all or any other intellectual or industrial property rights;

Normal Business Hours means 8.30am to 5pm, Monday to Friday other than public holidays in Brisbane Qld;

Services means the hosting, support and other services set out on the Website;

Software means the GuestCheckIn software, as updated by any subsequent release, but excludes any third-party software;

Website means the website from which NEXUSsoft makes the Software available.

2) Term and Access

This Agreement commences on the Commencement Date and remains in force until termination by either party in accordance with this Agreement.

2.1 Your right to access and use the Software commences on the date that NEXUSsoft first gives you access to the Software and will continue until terminated in accordance with these Terms.

2.2 NEXUSsoft will provide you with an initial login name and password to enable you to access the Software.

2.3 You must use the Software in accordance with the operating procedures provided to you by NEXUSsoft.

3) Your obligations

3.1 You must:

- a) not circumvent or disable the Software;
- b) not copy, adapt or modify the Software except as expressly permitted by these Terms;
- c) not decompile or reverse engineer the Software;
- d) not develop any product that would compete with the Software;

- e) not copy any Documentation, except for your own back-up purposes;
- f) not undermine the security and integrity of NEXUSsoft 's systems;
- g) not impair the functionality of the Software or any other user's ability to use the Software;
- h) keep confidential the login details assigned to you.

3.2 You will:

- a) use the Software at your own risk;
- b) be responsible for your internet connection, device configuration and implementation of the Software;
- c) be responsible for determining that the Software meets your needs;
- d) provide NEXUSsoft with information and access so that NEXUSsoft can perform the Services.

4) NEXUSsoft Services

4.1 NEXUSsoft will make the Software available and provide Services on the terms set out at the Website.

4.2 NEXUSsoft will use reasonable commercial endeavours to make the Software available 24 hours a day except for maintenance windows outside Normal Business Hours. NEXUSsoft will, where possible, give you advance notice of any maintenance activity.

5) Charges and payment

5.1 NEXUSsoft will submit invoices monthly to you on the basis of the subscription you have selected. We may render invoices more frequently (for example weekly).

GST is applicable and has the meaning assigned to it by the GST Act.

5.2 You will pay each invoice on the date specified in the invoice, without set-off or deduction.

5.3 If you fail to pay an invoice on its due date, NEXUSsoft may suspend your use of the Software and may charge you interest at 10% per annum on the unpaid invoice.

6) Intellectual Property Rights and Client Data

6.1 You own all Intellectual Property Rights in the Client Data but NEXUSsoft may:

- a) use the Client Data to perform its obligations under these Terms; and
- b) aggregate the Client Data for benchmarking and statistical purposes on an anonymous basis.

6.2 NEXUSsoft owns all Intellectual Property Rights in the Software and the Documentation.

6.3 You are responsible for ensuring that NEXUSsoft has the right to use the Client Data. NEXUSsoft will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data.

6.4 NEXUSsoft will store and use Client Data in accordance with Privacy Policy, which can be viewed at the Website.

7) Liability

7.1 The Software is provided on an "AS IS" basis without warranty of any kind. NEXUSsoft does not warrant that the functions in the Software will meet your requirements or that the operation of the Software will be uninterrupted or error-free. The risk as to the quality and

performance of the Software is with you.

7.2 All representations or warranties (statutory, express or implied) except any that may not be lawfully excluded, are expressly excluded.

7.3 In no circumstances will NEXUSsoft be liable for any loss of profits or for any consequential, special, indirect or incidental loss or damages, however caused, arising out of your use of the Software.

8) Termination

8.1 You may terminate your use of the Software at any time by notifying NEXUSsoft by email. Your subscription will remain active until the end of your subscription period.

8.2 NEXUSsoft may terminate your use of the Software by giving you 30 days' written notice.

8.3 NEXUSsoft may terminate your use of the Software immediately on giving you written notice if you become insolvent or breach these Terms and fail to remedy the breach within 14 days' notice of the breach. On termination all Client Data still being retained will be supplied by NEXUSsoft to you. NEXUSsoft may charge for its services under this clause.

8.4 Clauses 6 and 7 will survive termination of your use of the Software.

9) Miscellaneous

9.1 You may not assign, transfer or sub-license any of your rights under these Terms without NEXUSsoft's prior written consent. A change in the legal or beneficial ownership or control of your entity will be deemed to be an assignment.

9.2 NEXUSsoft may amend these Terms (including the Charges) on posting the new terms on the Website. Your continued use of the Software will constitute acceptance of the amended Terms.

9.3 These Terms are governed by laws of Queensland Australia.

10) General

10.1 Each party warrants that it has full power and authority to enter into and perform its obligations under this Agreement which, when executed, will constitute binding obligations on that party. By registering your business to use the software you accept that this action constitutes execution of this agreement.