

Service Schedule – Hardware and Software

Last updated on 30 June 2022

1. About this Service Schedule

- 1.1. This Service Schedule applies with respect to Application Forms that are executed by you and us for the supply of:
 - (a) hardware that you purchase from us (**Purchased Hardware**); and
 - (b) third party software that you procure from us (**Third Party Software**).
- 1.2. This Service Schedule must be read in conjunction with our Terms of Service and the other documents that comprise the Agreement.
- 1.3. In this Service Schedule, words in bold font in parentheses have the meanings given to them therein and words starting with a capital letter in this Service Schedule that are not otherwise defined in this Service Schedule have the meanings given to them in the Terms of Service. Further, words and phrases used in this Service Schedule that have defined meanings in the PPSA have the same meaning as in the PPSA, unless the context indicates otherwise.

2. Delivery of hardware

- 2.1. Where an Agreement is entered into for the supply of hardware to you:
 - (a) we will:
 - (i) pack, or arrange for the packing of, the Purchased Hardware suitable for delivery to the delivery location specified in the Application Form; and
 - (ii) arrange for the delivery of the Purchased Hardware to the delivery location, subject to your payment of any customs, duties and taxes that may be levied by reason of the importation of the hardware, and any Fees that the Payment Terms require to be paid prior to delivery (where applicable);
 - (b) you must:
 - (i) accept the hardware at the relevant delivery location and unless otherwise specified by us, keep the hardware safely and securely in storage at that location until we specify otherwise;
 - (ii) provide us with access to the delivery location; and
 - (iii) carry out all necessary and relevant preparations at the delivery location as is reasonably required for us to deliver and for you to receive delivery of the Purchased Hardware; and
 - (c) risk in the Purchased Hardware passes to you immediately upon delivery by us to you at the delivery location.
- 2.2. It is agreed that in the case of Purchased Hardware, until and unless the Fees for Purchased Hardware are paid in full to us in accordance with the Payment Terms the Purchased Hardware will be **Our Hardware** for the purposes of the Agreement and you:
 - (a) are a bailee of Our Hardware until title in it passes to you;
 - (b) irrevocably appoint us to be your attorney to do all acts and things necessary to ensure the retention of title to the hardware, including the registration of any Security Interest in our favour with respect to Our Hardware;
 - (c) must store Our Hardware in satisfactory condition and separately from all other goods, marked as Our Hardware, so that such hardware remains readily identifiable from other goods held by you;
 - (d) must not damage or destroy Our Hardware;
 - (e) must not destroy, deface or obscure any identifying mark or packaging on or relating to Our Hardware;
 - (f) must not register any Security Interest in your favour with respect to Our Hardware or allow any third party to have or acquire any Security Interest in Our Hardware;
 - (g) must not remove Our Hardware from the delivery location;
 - (h) agree that we may repossess Our Hardware if payment for Our Hardware is not made in accordance with the Payment Terms or the Agreement is terminated; and that in such circumstances you will provide us with full and unfettered access to the hardware for the purposes

of recovering possession at your sole cost and expense; and

- (i) must indemnify us from and against, any loss, damage, costs and expenses suffered or incurred in connection with the registration of a Security Interest over Our Hardware or any action taken by us to protect our Security Interests in Our Hardware
- 2.3. You hereby grant us and our representatives an irrevocable licence to enter any land or premises for the purpose of inspecting, retaking possession of or otherwise enforcing our rights in respect of, Our Hardware (including by breaking any locks, doors and windows as required to access any of Our Hardware and dismantling anything to which Our Hardware has been fixed) and hereby indemnify and hold us harmless from and against any claims for damage to property or personal injury that may result from us or our representatives exercising any rights under the licence referred to in this clause 2.3. If we retake possession of any of Our Hardware, we may deal with it as we think fit.

3. Registration on the PPSR

- 3.1. Each Agreement is a security agreement for the purposes of the PPSA. You hereby acknowledge that you have granted us a Security Interest in Our Hardware and its proceeds.
- 3.2. You consent to us perfecting any Security Interest arising in connection with an Agreement, including by registering a financing statement on the PPSR and any other applicable security registers in any manner we consider appropriate. You agree to do anything we reasonably ask to ensure that the Security Interest:
 - (a) is enforceable, perfected and otherwise effective; and
 - (b) has priority over all other Security Interests.
- 3.3. You agree to pay or reimburse us for any fees or charges for the PPSR or other registrations contemplated by an Agreement.

4. Contracting out of enforcement and notice provisions

- 4.1. You waive your right to receive any notice (including notice of a verification statement) that is required by the PPSA unless the notice cannot be excluded by Applicable Law.
- 4.2. You agree not to exercise your rights to make any request of us under section 275 of the PPSA. This does not limit your rights to request information other than under section 275 of the PPSA. Neither you nor we will disclose any information of the kind mentioned in section 275(1) of the PPSA unless section 275(7) of the PPSA applies.
- 4.3. To the extent permitted by law, you and us contract out of and you waive your rights under the following provisions of Chapter 4 of the PPSA:
 - (a) section 95 (notice of removal of accession), to the extent that it requires us to give a notice to you;
 - (b) section 96 (when a person with an interest in the whole may retain an accession);
 - (c) section 121(4) (enforcement of liquid assets - notice to grantor);
 - (d) section 125 (obligation to dispose of or retain collateral);
 - (e) section 130 (notice of disposal), to the extent that it requires us to give a notice to you;
 - (f) section 132(3)(d) (contents of statement of account after disposal);
 - (g) section 132(4) (statement of account if no disposal);
 - (h) section 142 (redemption of collateral); and
 - (i) section 143 (reinstatement of security agreement).

5. Changes in your details

- 5.1. You must notify us at least 14 days before you change:
 - (a) your name;
 - (b) your place of registration or incorporation; or
 - (c) change or apply for an Australian Company Number, Australian Business Number, Australian Registered Body Number or Australian Registered Scheme Number.
- 5.2. You must notify us if anything mentioned in clause 5.1 occurs immediately on becoming aware of it.

6. Supply of Software

- 6.1. Where an Application Form is entered into for the supply of Third Party Software or access to Third Party Software (whether accessible online or otherwise) to you:
- (a) our supply of the Third Party Software or access to it under the Agreement is conditional upon you entering into an end user licence agreement (or other end user agreement, terms of service or other agreement required by the relevant Third Party Provider) with the applicable Third Party Provider (a **Licence Agreement**), a copy of which is accessible via the hyperlinks specified in or attached to the Application Form or the relevant Documentation;
 - (b) your rights and obligations in respect of the Third Party Software are governed by the applicable Licence Agreement;
 - (c) except and to the extent otherwise provided in the relevant Licence Agreement, you shall be granted a non-exclusive and non-transferable licence to use the Third Party Software in accordance with the Documentation provided by us to you, in the form in which it is embedded in or integrated at the time of delivery to you, or as otherwise provided in the Application Form, for your internal business purposes only (**Licence**);
 - (d) the IPR for each item of Third Party Software is owned by the relevant Third Party Provider and in purchasing the Third Party Software, you are purchasing only a licence or subscription for it for access and use of the Third Party Software, and you do not acquire any IPR in the Third Party Software;
 - (e) you must install any patches or updates as required to correct any bugs or errors in the Third Party Software;
 - (f) the Licence will terminate immediately upon termination of the Agreement or breach, termination or expiry of the Licence Agreement; and
 - (g) you must not register, assist or permit any third party to register a Security Interest in any Third Party Software provided to you.

7. Acceptance

- 7.1. If you fail to advise us in writing of any fault in any hardware or software delivered by us to you within 14 days of delivery, we will assume that you have accepted that they are not faulty and comply with the Agreement. Subject to any guarantees under the Australian Consumer Law, you must not reject any hardware or software delivered by us to you unless it fails to comply with the Specifications in any material respect. Nothing in this paragraph affects your rights for any alleged failure of a guarantee under the Australian Consumer Law.
- 7.2. All information, specifications and samples provided by us in relation to hardware or software to be delivered under the Agreement by us are approximations only and, subject to any guarantees under the Australian Consumer Law, small deviations or slight variations from them which do not substantially affect your use of them do not entitle you to reject them upon delivery, or to make any claim in respect of them.

8. Setup, Installation and Configuration of Hardware and Software

- 8.1. Except to the extent specified in an Application Form, we have no obligation to setup, install or configure any hardware or software.
- 8.2. We will use our best endeavours to supply or procure the setup, installation or configuration of hardware and software, to the extent specified in an Application Form, substantially in accordance with any Specifications or as otherwise determined by us.

9. Support, Maintenance and Custom Development

- 9.1. Support, maintenance and custom development is not governed by this Service Schedule. Please contact us if you wish to enquire about those services.