

Service Schedule and terms between you & Liquid Knowledge Group (LKG) Cloud Agreement

Usage Policy

Liquid Knowledge Group (LKG) Pty Ltd ABN: 86 619 303 043, hereinafter referred to as "LKG", reserves the right to change these Terms and Conditions (with the exception of our Privacy Policy) at any time.

LKG strives to provide the best possible service to all our customers, but we will not tolerate any unlawful activity or abuse on our servers or of our services. We respect your freedom of speech and expression unless it is harmful to others. These guidelines are imposed to protect you, other LKG customers, and us against such harm.

Payment Policies, Fees, Refunds

1. Bills for Services will be issued monthly electronically; no paper bill will be provided by LKG. While LKG will use its reasonable endeavours to bill the Customer for its use of the Services within six months of such use the Customer acknowledges that LKG's bill for Services may be dependent on the receipt of billing information from other parties and that any delay in issuing a bill to the Customer will not affect the validity of the charges contained in the bill. Full payment is required in-advance for invoiced Services with two billing options of Month-to-Month or Yearly. Any variable usage charges will be charged in arrears for the preceding month.
 - a) For Month-to-Month accounts, an admin charge is payable. Payment must be made using a stored credit card, i.e., Visa, MasterCard or by Direct Debit. Please be aware that all charges will show as Liquid Knowledge Group.
 - b) For Yearly accounts, payment is due within 14 calendar days of invoice. Admin charges are waived if paid via Direct Deposit; please see LKG bank account details on your invoice.
 - c) LKG reserves the right to change prices at any time. Price changes can and may affect current LKG clients.
 - d) The price of the Services we provide you will remain fixed for the period covered by the payment; that is, monthly or annually. After that time, you will be billed at the rates current for the product at the time the Service is renewed.
 - i. Note: Call rates are not fixed and can change at any time in line with wholesale provider changes. Please contact us for your current call rates.
 - e) Prices published are inclusive of any government taxes or charges unless otherwise noted.
 - f) LKG may impose a credit limit on the Customer's account and/or require payment of a security deposit or interim payment, at its sole discretion at any time. LKG may at any time apply the Customer's security deposit to meet any cost, loss or liability incurred as a result of failure by the Customer to comply with these terms or to pay any amount payable by the Customer to LKG or its related bodies corporate. The Customer agrees that, where security is required, it will provide security to LKG within the requested time and if it fails to do so the Services may be immediately suspended and/or terminated. If a Service is terminated, a reconnection fee may apply.
 - g) LKG may charge the Customer interest on any late payments at a rate of 3% per annum above the base RBA lending rate.
2. This section has been removed
3. This section has been removed
4. We will only provide the Services to you where you have paid for the Services in full. Without prejudice to our other rights and remedies under this agreement, if any sum payable is not paid on or before the due date, we reserve the right, at our discretion, to cancel and terminate all Services which are not paid for. **Cancellation and termination involves the permanent removal of all your data from our systems, without the option of restoration by LKG.**
5. If you fail to make payment in accordance with the terms of this agreement, you will become liable for any reasonable costs incurred by us 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 10% per annum, from the due date of the payment.
6. Upon registration of a credit card or bank account details, you give us authorisation to debit your account for all charges. If you are billed on a monthly basis, the billing cycle will begin on the first business day of the month.
7. You consent to us obtaining a report from a credit reporting agency on your credit worthiness if you choose to pay by credit card. If we receive notice of a chargeback, declined or reversed payment from a credit card company or financial institution in connection with payments made by you for the Services, we reserve the right to suspend the provision of Services to you until we receive the required payment (including any bank charges we incur, late payment fees, interest, debt recovery charges and reactivation fees) in full.

8. No refunds will be given for unused portions of payments in advance (including payment of yearly contracts) unless the account has been terminated due to our breach of these terms and conditions.
9. If you elect to pay your fees on a yearly basis, and fail to make payment within 14 calendar days of invoice your account will be suspended.

Account Suspension

10. If an account is suspended by LKG due to a failed payment we will provide you with a 5 calendar day grace period to complete payment in full. If payment (including any bank charges we incur, late payment fees, interest, debt recovery charges and reactivation fees) is not completed your account will be terminated.

Account Termination & Cancellation

11. If an account is cancelled or terminated by LKG due to a violation of any of our Terms, there will be no refund issued. All services will be cancelled. All monetary transactions are in Australian dollars only. To cancel your account, please contact our Sales Team and, while we'll be sad to see you go, we'll still be happy to help.

Indemnification Policy

12. You agree to use all LKG services and facilities at your own risk. LKG specifically disclaims all warranties of merchantability and fitness for a particular purpose. In no event shall LKG be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages.
 - a) The Customer agrees that LKG's records are prima face evidence of the Customer's use of the Services and the charges payable. The Customer agrees that any supply of Services to any person making telephone calls from the Customer's LKG VoIP service is deemed to be authorised by the Customer to make those calls, and the Customer will pay all charges accordingly.
13. The customer agrees that it shall defend, indemnify, save and hold LKG harmless from any and all demands, liabilities, losses, costs and claims, including reasonable solicitor's fees asserted against LKG, its agents, its customers, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by customer, its agents, employees or assigns.

No Archiving and Backups of Your Data

14. You are solely responsible for the back-up of your data (including email files). You must maintain a recent copy of your data at your premises at all times. We will not be liable for incomplete, out-of-date, corrupt or otherwise deficient data. For the purposes of disaster recovery, in the event of equipment failure or data corruption, we will restore from the last known good archive. In the event of corruption of all of our archives, or in the event that an old archive is used to restore data, you should be prepared to upload your data to your account(s).

Ownership of Equipment

15. Unless otherwise agreed, you obtain no rights to the hardware and other infrastructure and facilities used by us to deliver the Services. If we supply you with any equipment as part of our provision of the Services to you, unless the law otherwise requires, we do so on the following terms:
 - a) You acknowledge that we are only acting as a reseller of the equipment which was manufactured by a third party;
 - b) You will not resell, export or otherwise transfer the equipment;
 - c) We are not obliged to keep the equipment current or up-to-date and must not alter or modify the equipment in any way; but you must maintain it in good working order.
 - d) Any malfunction or manufacturer's defect in the equipment must be remedied by you directly with the manufacturer and we are not liable for any such malfunction or defect or any consequences arising from them.

Resource Abuse Policy

16. If we determine that any user on any part of our network is abusing our resources, and therefore abusing the network, we reserve the right to suspend that user's service without notice. It will then be your responsibility to contact us and to formulate a plan to have your service reactivated. Reactivation fees will apply.
17. We are quick to suspend any user that abuses our network's resources due to its shared nature and the negative impact an abuser has on our other customers.

Fair Use Policy

18. Our position on "unlimited" bandwidth usage for our hosted Exchange service is based on the concept of fair use and closely relates to our Resource Abuse Policy previously outlined. If a customer's use of bandwidth or data transit exceeds levels which LKG deems acceptable for the benefit of our broader user community, we reserve the right to request and recommend adjustments to usage behaviour. If these requests and recommendations are not complied with, LKG reserves the right to suspend and/or terminate a user's account without notice.

Please initial for acceptance

Initials

SPAM Policy

19.LKG is committed to a zero-tolerance, anti-spamming policy. Under this policy, we prohibit SPAM, or any unsolicited commercial email, from being sent either over the LKG network; by customers or any other users of the LKG network (including resellers' customers); and/or over ANY network, if the message sent implicates LKG hardware or network in any way, shape or form.

20.We react quickly and seriously to violations, and we further reserve the right to terminate the services, without prior notice, of any user disregarding this policy. Sending unsolicited commercial email (a.k.a. "SPAM"), posting obscene or threatening messages while using the LKG network is prohibited. The use of LKG systems and servers as a mail drop for responses to activities described above is also prohibited.

21.If your main Organizational domain is involved in spamming activities, and your account is subsequently terminated, then you do not have the right for a refund. This also includes if you have paid for additional services.

22.If you have any complaints or comments regarding SPAM on our network, please contact us.

Content Policy

23.All services provided by LKG may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of any Australian law is prohibited. This includes, but is not limited to: copyrighted material, trademark, intellectual property, material we judge to be threatening or obscene, or material protected by trade secrets and other statutes without proper authorization. The subscriber agrees to indemnify and hold LKG harmless from any claims resulting from the use of the service which damages the subscriber or any other party.

a) The customer understands that the LKG's VoIP service is NOT a general purpose telephone land line replacement service and CANNOT be relied upon for emergency (000) calls.

24.Pornography is prohibited on all LKG servers. This includes sites that may infer sexual content, or links to adult content elsewhere. LKG will be the sole arbiter in determining violations of this provision. Also prohibited are sites that promote any illegal activity or present content that may be damaging to LKG servers or any other server on the internet. Links to such materials are also prohibited.

Fair Use Policy

25.Our position on "unlimited" bandwidth usage for all **business broadband** services is based on the concept of fair use and closely relates to our Resource Abuse policy previously outlined. If a customer's use of bandwidth or data transit exceeds levels which LKG deems acceptable, we reserve the right to request and recommend adjustments to usage behaviour. If these requests and recommendations are not complied with, LKG reserves the right to suspend and/or terminate a user's account without notice.

DDR SERVICE AGREEMENT

DEBITING YOUR ACCOUNT

26.The following defines debiting of 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 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 us.
- d) Your records and account details held by us will be kept confidential, except information required by our Financial Institution in the event of a claim or relating to an alleged incorrect or wrongful debit.

CHANGES

28.Changes can be made in the following way:

- a) If you want to request a change to the drawing arrangements, please contact us at least 14 days prior to the next scheduled drawing date. You should contact us before contacting your Financial Institution.
- b) These requests may include:
- c) Deferring the drawing;
- d) Stopping an individual debit;
- e) Suspending the DDR; or
- f) Cancelling the DDR completely.
- g) 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 Rental Agreement.

YOUR OBLIGATIONS

29.The following are your obligation regarding DDR:

- a) It is your responsibility to:
- b) Ensure that your nominated account can accept direct debits as direct debits through BECS is not available on all accounts (your Financial Institution can confirm whether your account can accept direct debits);
- c) Check your nominated account details with your Financial Institution before completing the DDR;
- d) Ensure that there are sufficient cleared funds in the nominated account, by the due date, to allow for payment of the amounts payable; and
- e) Advise us if the nominated account is transferred or closed.
- f) If your drawing is returned or dishonoured by your financial institution, 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 Agreement at any time at our discretion.
- g) You will be responsible for paying any varying charges including, but not limited to, taxes, liquidated damages payable pursuant to this Agreement and any other fees and charges payable.

DISPUTES

30.To resolve DDR disputes:

- a) If you believe that a drawing has been initiated incorrectly, contact us during business hours before contacting your financial institution.
- b) If you do not receive a satisfactory response from us to your dispute, contact your Financial Institution who should respond to you with an answer to your claim.
- c) You will receive a refund of the drawing amount if we cannot substantiate the reason for the drawing.

LOSS, DAMAGE AND INSURANCE

31.In the event of loss or damage:

- a) If we need to provide you with our equipment to deliver services, 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 any payments in accordance with this agreement.
- b) You agree to indemnify us for any loss or damage to the Equipment.

INSURANCE

32.Where you are required to insure the equipment:

- 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 if we request that you do so.
- 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.

MULTIPLE AGREEMENTS

33.Where this services schedule / Cloud agreement is entered into as a part of LKG's Managed IT and Rental Agreement'

- a) The terms of this agreement will be read in conjunction with the terms of the patent agreement.
- b) If you find that there are conflicting terms in these agreements you must notify LKG as soon as they are discovered and LKG will remedy the conflict.
- c) You agree to be bound by the interpretation determined by LKG.

Acceptance of Terms & Conditions

Name

Position

Signature

Date