



Terms of Service

1. Recitals

- 1.1. Concentric I.T provides a service ("**Service**") comprising of its website, help resources, user interfaces, user manuals and documentation, Intellectual Property rights, in object code form and any related technology as updated **from time to time ("Concentric I.T") to its customers to:**
 - 1.1.1. Display Invoices, Credit Notes and Monthly Statements online.
 - 1.1.2. Accept payment of Invoices and Monthly Statements online through a third party service.
 - 1.1.3. Send Invoices, Credit Notes and Monthly Statements online.
 - 1.1.4. Display limited marketing material online.
- 1.2. This **agreement ("Agreement") binds you or the entity you represent ("you")** if you use Concentric I.T.
- 1.3. This Agreement contains the terms and conditions ("**Terms and Conditions**") that govern your access to and use of Concentric I.T Software and Services, and is made between **us ("us")** Concentric I.T and you.
- 1.4. This Agreement commences on the Commencement Date. You represent that you are legally entitled and able to enter into this Agreement and, where you are signing up on behalf of another legal entity, that you have the legal authority to bind that entity.

2. Account Activation

- 2.1. To access the Service you must register **for an Account ("Account")**.
- 2.2. If you are registering on behalf of a company you represent and warrant that you have the requisite authority to register on behalf of that company.
- 2.3. You are responsible for ensuring that all information provided by you remains complete and up to date.

3. Account Terms

- 3.1. You must be 18 years or older to use this Service.
- 3.2. To access and use the Service, you must register for an Account by providing your full legal name, current address, phone number, a valid email address, and any other information indicated as required. Concentric I.T may reject your application for an Account, or cancel an existing Account, for any reason.
- 3.3. You acknowledge that Concentric I.T will use the email address you provide as the primary method for communication.
- 3.4. You are responsible for keeping your login credentials secure. Concentric I.T shall not be liable for any loss or damage from your failure to maintain the security of your login credentials.
- 3.5. You are responsible for all activity and online content ("**Content**") such as data, graphics, photos and links that are uploaded under your Concentric I.T Account.

4. General Conditions

- 4.1. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Western Australia and you hereby consent to the exclusive jurisdiction and venue of courts in Western Australia in all disputes arising out of or relating to the use of the Concentric I.T Software or Service.
- 4.2. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Concentric I.T as a result of this agreement or use of the Concentric I.T Services.
- 4.3. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Concentric I.T with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Concentric I.T with respect to the Service.

5. Concentric I.T Rights

- 5.1. We reserve the right to modify or terminate the Service for any reason, without notice at any time.
- 5.2. We reserve the right to refuse access to the Service to anyone for any reason at any time.
- 5.3. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or **otherwise objectionable or violates any party's intellectual property or these Terms and Conditions.**
- 5.4. Verbal or written abuse of any kind (including threats of abuse or retribution) of any Concentric I.T customer, Concentric I.T employee, member, or officer will result in immediate Account termination.

- 5.5. Concentric I.T does not pre-screen any Content and it is in our sole discretion to refuse or remove any Content that is available via the Service.
- 5.6. We reserve the right to provide the Service to your competitors and make no promise of exclusivity in any particular market segment or industry. You further acknowledge and agree that Concentric I.T employees and contractors may also be Concentric I.T customers/merchants and that they may compete with you, although they may not use your confidential information in doing so.
- 5.7. In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc.
- 5.8. Concentric I.T retains the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful owner. If we are unable to reasonably determine the rightful Account owner, Concentric I.T reserves the right to temporarily disable an Account until resolution has been determined between the disputing parties.

6. Limitation of Liability

- 6.1. You expressly understand and agree that Concentric I.T shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.
- 6.2. In no event shall Concentric I.T or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our Service, our services or these Terms and Conditions (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Concentric I.T partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
- 6.3. Your use of the Service is at your sole risk. The Service is provided on an **“as is” and “as available” basis without any warranty or condition, express, implied or statutory.**
- 6.4. Concentric I.T does not warrant that the Service will be uninterrupted, timely, secure, or error-free.
- 6.5. Concentric I.T does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.
- 6.6. Concentric I.T does not warrant that the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

7. Waiver and Complete Agreement

- 7.1. The failure of Concentric I.T to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Concentric I.T and govern your use of the Service, superseding any prior agreements between you and Concentric I.T (including, but not limited to, any prior versions of the Terms and Conditions).

8. Intellectual Property and Content

- 8.1. We do not claim any intellectual property rights over the material you provide or upload to the Service. All material you upload remains yours.
- 8.2. By uploading Content, you agree:
 - 8.2.1. to allow internet users to view the Content;
 - 8.2.2. to allow Concentric I.T to display your Content; and
 - 8.2.3. Concentric I.T can, at any time, review all the Content submitted by you.
- 8.3. You are responsible for compliance of Content with any applicable laws or regulations.
- 8.4. We will not disclose your confidential information to third parties, except as required in the course of providing our services. Confidential information includes any materials or information provided by you to us which is not publicly known. Confidential information does not include information that:
 - 8.4.1. Was in the public domain at the time we received it;
 - 8.4.2. Comes into the public domain after we received it through no fault of ours;
 - 8.4.3. We received from someone other than you without breach of our or their confidentiality obligations; or
 - 8.4.4. We are required by law to disclose.
- 8.5.** Concentric I.T shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with your Content to promote the Service.

9. Payment of Fees

- 9.1. The Usage Fees for Service (**“Usage Fees”**) are “pay as you use”.
- 9.2. There is a minimum charge for Usage Fees per month.
- 9.3. Transaction **fees and any additional fees are referred to as the “Other Fees”**.
- 9.4. Invoices will be emailed to you via the email account provided to Concentric I.T.
- 9.5. You have 14 days from receipt of an invoice to settle any issues or disputes with the billing of Usage Fees and Other Fees.
- 9.6. All Usage Fees and Other Fees are inclusive of applicable federal, provincial, state, local or other governmental sales, goods and services,

harmonized or other taxes, fees or charges now in force or enacted in the **future (“Taxes”)**.

- 9.7. Concentric I.T does not provide refunds.
- 9.8. Usage Fees and Other Fees must be settled within 14 days or your account will be suspended.

10. Cancellation and Termination

- 10.1. You may cancel your Account at any time by emailing support@Concentric I.T.com.au.
- 10.2. Upon termination of the Services by either party for any reason:
 - 10.2.1. Any outstanding Agreement balance will immediately become due and payable in full within 14 days.
 - 10.2.2. Concentric I.T will cease providing you with access to upload any additional Content.
 - 10.2.3. All previously uploaded Content will remain online for the agreed time period.
 - 10.2.4. Unless otherwise provided in writing, you will not be entitled to any refunds of any Fees or Other Fees, pro rata or otherwise.
- 10.3. Without limiting any other remedies, Concentric I.T may suspend or terminate your Account if we suspect that you have engaged in fraudulent activity.

11. Modifications to the Service and Prices

- 11.1. Prices for using the Service on a month to month basis are subject to change upon 30 days notice from Concentric I.T.
- 11.2. Prices which are agreed upon for a fixed length contract shall be described in the Service Usage Authorisation Form between you and Concentric I.T.
- 11.3. Notice of price changes may be provided at any time by posting the changes to the Concentric I.T Site (Concentric I.T.com.au)
- 11.4. Concentric I.T reserves the right at any time, and from time to time, to modify or discontinue, the Service (or any part thereof) with or without notice for maintenance.
- 11.5. Concentric I.T shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.