

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND INSYT. PLEASE READ THIS CAREFULLY BEFORE ORDERING, DOWNLOADING OR COPYING FILES TO YOUR COMPUTER.

By using the Product or any part or aspects thereof, you are accepting and agreeing to the terms of this Agreement. If you do not wish to be bound by the terms of this Agreement or you do not agree with the terms and conditions of this Agreement:

1. do not order the Product;
2. decline access to the Product;
3. do use the Product or any part or aspects thereof; and
4. promptly delete information or any other access details of the Product that are under your possession or under your control.

Furthermore, the terms of this Agreement may be updated by Insyt from time to time without notice. The most current Agreement will be available for viewing at www.insyt.com.au. If you use the Product after this Agreement has been updated, you agree to be bound by the terms and conditions of the updated Agreement. This agreement was last updated on 27 November 2016. For information on this Agreement, contact Insyt at PO Box 2759 CHELTENHAM VIC 3192 or through our website at www.insyt.com.au.

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Definitions

Authorised form – means a document issued by Insyt Pty Ltd.

Firm licence – means a licence for any firm in a single location other than a sole trader.

Insyt and associates – refers to Insyt and its subsidiaries, related parties (within the meaning of S.228 of the Corporations Act 2001), directors, employees, authors, licensors and any agent, representative, publisher or distributor of this Product, or any of their respective directors, officers, employees, agents.

Insyt refers to Insyt Pty Ltd, incorporated in Australia ACN 133 361 476.

Licence Fee – means the fees payable by you pursuant to clause 4.

Licensed User – means a person who is entitled to access the Product under this Agreement.

Order – means the order submitted by you to Insyt to license the Product.

Person – includes any entity whatsoever including, but not limited to, bodies corporate, unincorporated associations and partnerships.

Price List – means Insyt's price list for its Product available from its website or from Insyt at the relevant time.

Product – refers to the information contained in the publication known as 'SuperEdge'. The term also refers to the Product incorporating any further additions, changes, modifications, amendments or anything else that may be made by Insyt to enhance or change the then current product or any part thereof.

Product Access Information – means the licence name and password (included modified passwords) provided to allow a Licensed User to access the Product.

Registration Details – refers to information about you provided to Insyt upon ordering the Product. **Sole trader licence** – means a firm comprising of one professional.

Website – means the Insyt website located at www.insyt.com.au/, and www.superedge.insyt.com.au including any content of the website, additions, changes, new features made to the then current website.

You – includes any entity whatsoever including, but not limited to, bodies corporate, unincorporated associations and partnerships.

Interpretation

- 1.1 In this Agreement, unless otherwise stated, words in the singular include the plural and vice versa.
- 1.2 A reference to any law includes any amendment, consolidation, modification, re-enactment or reprint of it or any law replacing it.
- 1.3 A reference to dollars means Australian dollars.
- 1.4 This Agreement shall be governed in accordance with applicable laws in the State of Victoria and the Commonwealth of Australia. By entering into this Agreement, you agree to submit to the jurisdiction of the Courts in the State of Victoria and the Commonwealth of Australia in relation to any dispute that may arise in connection with this Agreement.

Licence Agreement

- 2.1 Subject to the terms and conditions of this Agreement, and payment of applicable fees, you are only granted a licence to use the Product in accordance with this Agreement.

Ownership

- 3.1 Title, ownership and interest in and to the Product, including all intellectual property rights and other proprietary rights are the property of Insyt and shall be retained by Insyt. Insyt shall retain all rights not expressly granted to you in this Agreement including, but not limited to, rights reserved to Insyt or protected by patent, copyright and trade secret laws.
- 3.2 Insyt also retains title, ownership and interest in the website and all information, data or material presented by it at the website, via email, or via external means including articles, photographs, images, illustrations, audio and video clips.
- 3.3 Provided that you are not in default of your obligations under this Agreement, Insyt will make available to you the Product and any updates to its Product that are generally made available to other customers that license the Product.
- 3.4 You must provide Insyt or its agent with all information necessary to ensure compliance with the terms of this Agreement. If you are not in compliance with this Agreement, you shall use your best efforts to cooperate with Insyt or its agent to assure compliance.

Licence Fees

- 4.1 You agree to pay an annual fee for the licence, unless you have elected to pay your annual licence fees on a quarterly basis (note, as a quarterly subscriber your minimum license term is 12 months). You can elect to pay quarterly on your order form or other authorised form.

- 4.2 If you are an existing subscriber to SuperEdge, you can only elect to pay quarterly after expiry of your annual term (if any), unless otherwise agreed by Insyt.

Quarterly licence fee

- 4.3 Clauses 4.3 to 4.7 apply if you have elected to pay your annual licence fees on a quarterly basis.
- 4.4 Payments are automatically debited quarterly in advance to your nominated credit card.
- 4.5 You agree to Insyt maintaining your credit card details in a secure location solely for the purpose of charging you the quarterly licence fee.
- 4.6 It is your responsibility to ensure that you have provided Insyt with up-to-date credit card details.
- 4.7 If Insyt is unable to process your quarterly payment fee, you are responsible for an alternative payment arrangement and any resulting processing fees that may be incurred.
- 4.8 Insyt will issue an invoice to you 30 days prior to the expiry of the your annual licence, in accordance with the then current pricing for the Product specified on Insyt's website or other authorised form. The licence fee is due before the expiry of the current licence term.
- 4.9 If you do not pay the licence fee (or elect to pay quarterly as outlined in clauses 4.1 to 4.7 above) by the due date, this Agreement and your rights to use the Product will terminate at the expiry of the term of your Agreement, without a notice of termination being required. Upon termination you will destroy all copies of the Product and any other elements of the Product under your possession or your control.
- 4.10 Additional licences may be purchased by you on request. Such requests should be directed to admin@insyt.com.au.

Annual licence fee

- 4.11 If you are paying annually, the licence fee for the first 12 months is specified on the order form for the Product current on Insyt's website or other authorised form at the time of acceptance of the order and is payable in advance (unless you have elected to pay quarterly). Insyt reserves the right to amend the licence fee shown on the order form. Should this occur, Insyt will notify you before processing the order.
- 4.12 The licence fee for succeeding 12 month periods is payable annually in advance. Insyt will issue an invoice to you 30 days prior to the expiry of the current licence, in accordance with the then current pricing for the Product specified on Insyt's website or other authorised form. The licence fee is due before the expiry of the current licence term.

- 4.13 If you do not pay the licence fee (or elect to pay quarterly as outlined in clauses 4.1 to 4.7 above) by the due date, this Agreement and your rights to use the Product will terminate at the expiry of the term of your Agreement, without a notice of termination being required. Upon termination you will destroy all copies of the Product and any other elements of the Product under your possession or your control.
- 4.14 Additional licences may be purchased by you on request. Such requests should be directed to admin@insyt.com.au.

Access

- 5.1 In order to access the Product, you agree to provide accurate, current and complete Registration Details for the Licensed User as required by Insyt. You further agree to maintain and update the Registration Details of the Licensed User as required to keep them accurate, current and complete.
- 5.2 You agree that your Product Access Information will be kept confidential.
- 5.3 You agree to immediately notify Insyt if a Licensed User's Product Access Information should be cancelled.
- 5.4 You agree that access to the Product is subject to the terms and conditions of this Agreement.
- 5.5 Insyt agrees to make the Product available for the duration of the period specified in clauses 4 and 6 provided that you are not in default of its obligations under this Agreement.
- 5.6 Insyt reserves the right to cancel a Licensed User's right to access the Product at any time without providing reasons.
- 5.7 Insyt may use the details of a Licensed User for the purpose of verifying that the use by you of the Product is in accordance with the Agreement.
- 5.8 You agree that any part of the Product may be operated and maintained by a subcontractor to Insyt. Insyt agrees that your Registration Details will only be provided to the subcontractor for the purpose of establishing, allocating, maintaining, administering and/or cancelling the Product Access Details or ensuring Insyt's compliance with any agreements it may have.

Terms and termination

- 6.1 The licence to use the Product will commence on the day Insyt provides you with access to the Product.

- 6.2 The initial duration of the licence is 12 months. Insyt may specify a longer term in writing if it so chooses.
- 6.3 Subsequently, it will continue automatically for successive 12 month periods unless terminated by you or Insyt prior to 30 days of the relevant 12 month period expiring.
- 6.4 Despite the provisions of Clause 6.3, Insyt may cancel the licence by giving written notice, without prejudice to any other rights it may have against you, if you default in the performance of any obligation of this Agreement.
- 6.5 Insyt reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Product or any part thereof, including your licence to use the Product with or without notice to you.
- 6.6 Unless Insyt explicitly states otherwise, any modifications, additions, enhancements or changes to the Product or any part thereof, shall be subject to the terms of this Agreement.
- 6.7 You agree that Insyt and its associates will not be liable to you for any modification, suspension or discontinuance of the Product or any part thereof.
- 6.8 If you have complied with the terms of this Agreement, and you have paid a licence fee to use the Product, and the Agreement is terminated by Insyt, Insyt will give you a pro rata refund representing the unexpired portion of the licence fee.
- 6.9 You agree that Insyt makes no representation or warranty that telephone or any other technical support whatsoever will be available at all relating to the use of the Product and/or Software or for any other matter.
- 6.10 This Agreement constitutes the complete and exclusive agreement between Insyt and its contractors and you with respect to the Product, and supersedes all prior oral and/or written understandings, communications or agreements not specifically incorporated into this Agreement. This Agreement may not be modified by you unless in writing duly signed by an authorised representative of Insyt and you. If for any reason, other contractual terms form part of the contract between Insyt and you, you agree that by submitting the Order, the terms of the Agreement will take precedence.
- 6.11 The terms of this Agreement may be updated by Insyt from time to time without notice. The most current Agreement will be available for viewing at www.insyt.com.au. If you use the Product after this Agreement has been updated, you agree to be bound by the terms and conditions of the updated Agreement.

Permitted Uses

- 7.1 Subject to the terms and conditions of this Agreement, you are granted the following limited non-exclusive non-transferable licence to use the Product:
 - 7.1.1 If you have purchased a Sole trader licence, you may only access the licence on a maximum of three computers controlled by you.
 - 7.1.2 If you have purchased an Firm licence, your staff in one office location are permitted to access the software.
 - 7.1.3 Modifications, additions, enhancements or changes may be made to the Product by Insyt and associates during the continuance of the Agreement ('updated product'). During the continuance of the Agreement, you may access the updated Product in accordance with the terms of this Agreement.
 - 7.1.4 You may use the Product in the course of providing legal, accounting, financial planning and related advisory services to your clients, in connection with providing internal staff training and other related internal activities.
 - 7.1.5 You may make non-substantial re-productions of the Product in the course of providing professional advisory services as accountants, lawyers or financial planners to clients of you. You agree to SuperEdge being cited as the source of the reproduced material.

Prohibited Uses

- 8.1 You agree not to reproduce, duplicate, copy, merge, adapt, translate, modify, rent, lease, sell, sub-license, assign, or otherwise transfer or exploit for any commercial reason any part or aspects of the Product.
- 8.2 You may not remove any copyright notice, legal notice, or any reference to Insyt, SuperEdge, or Insyt, from the Product.
- 8.3 You may not copy, modify, merge, create derivative works of, or transfer copies of the Product or any part thereof unless expressly provided for in this Agreement.
- 8.4 You may not attempt to disassemble, reverse engineer, decompile, unlock or in any other manner decode or make any attempt to decode the Product or any aspect of it.
- 8.5 You may not store all or any of the Product in electronic form on disk or any service or storage device unless expressly allowed under "Permitted Uses".

- 8.6 The following activities are expressly prohibited: using the Product to train or provide seminars to the your clients or anyone else external to you; the re-production of all or any part of the Product for sale, licence or other supply to third parties, except for non-substantial re-productions of the Product in the course of providing professional advisory services as accountants, lawyers or financial planners to clients of you.
- 8.7 You acknowledge that Insyt may establish general practices and limits concerning the use and features of the Product. You further acknowledge that Insyt reserves the right to change these general practices and limits at any time, in its sole discretion, and without notice.
- 8.8 A breach by you of any term or obligation under this Agreement entitles Insyt to cancel this Agreement and terminate your licence to use the Product. You acknowledge that cancellation of the licence and termination of the Agreement by Insyt does not prejudice any other rights Insyt may have against you. Insyt will not be liable for any damages or loss whatsoever incurred by you or anyone else because of Insyt exercising its rights pursuant to this clause.

Limited Warranty

- 9.1 The express warranties set forth in this “Limited Warranty” section of this Agreement constitute the only warranties with respect to the Product.
- 9.2 To the maximum extent permitted by law, Insyt makes no representations or warranties, or conditions of any kind, either express or implied (statutory or otherwise), with respect of the Product including (without limitation) the sufficiency, accuracy of any information or opinion contained or reflected in the Product.**
- 9.3 Insyt does not warrant that the Product is fit for any purpose whatsoever, irrespective of any purpose you may or may not communicate to Insyt. Insyt expressly disclaims all warranties or conditions of merchantability or fitness for a particular purpose.
- 9.4 Insyt does not warrant uninterrupted access to its download or access the Product. You warrant that in no event will Insyt be liable for any remote, indirect, consequential special or incidental loss or damages suffered. Without limiting the generality of the previous statement, Insyt will not be liable for loss of data, loss of profits, interruptions to business or for loss or damages caused by software viruses or for any other loss or damages suffered though downloading, accessing or otherwise obtaining the Product via the internet or any other means.
- 9.5 By entering into this Agreement, you agree that Insyt and its associates will not be liable for any loss or damages or any kind whatsoever (whether or not negligent) arising from the grant of the licence or use by you of the Product.

- 9.6 This Agreement does not override, modify, restrict or exclude any condition or warranty applicable under any law where to do so is illegal or would render any provision of this Agreement void. If any statute implies any term into this Agreement that cannot be excluded, such terms are taken to be included in this Agreement.
- 9.7 Other than as contained within this Agreement, all express or implied conditions or warranties, statutory or otherwise, in respect of this Agreement and the Product or website, are expressly excluded. You agree that Insyt will not be liable for any damages or loss of any kind whatsoever, arising out of the grant of the licence or the use of the licence by you whether arising from any act, omission or failure (whether negligent or not) of Insyt and/or its associates.
- 9.8 If despite clauses 9.1, 9.2, 9.3, 9.4, 9.5, 9.6 and 9.7, Insyt incurs any liability, Insyt and its associates entire liability and exclusive remedy for breach of the limited warranty set out in this section shall be limited to the greater of the licence fees paid by you to Insyt for the Product or one dollar (\$1.00).
- 9.9 No other provisions or terms whatsoever shall form part of this Agreement, whether or not they are communicated to Insyt at any time. If, for any reason, such terms do form part of this Agreement, then you agree that the terms of this Agreement will prevail.

Disclaimer

- 10.1 All Products made available by Insyt are subject to the following disclaimer:

The information contained in the Product is general in nature and intended to be a guide only. The Product does not have regard to any particular person's objectives, taxation or financial situation, legal requirements or other needs not expressly stated. The contents of the Product do not constitute financial Product advice, legal advice or other professional advice. Accordingly, you should not rely on, or act upon, the contents of the Product without obtaining advice from a suitably qualified advisor because the material is generalised and is not specific to you or your client's circumstances.

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Commonwealth Copyright – Legislative materials

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