

Self-Service Software prices

in Australian Dollars (GST excluded) as of February 2022

CREDITS PACKAGES

15 credits \$265

50 credits \$870

150 credits \$2,450

300 credits \$4,550

500 credits \$7,250

1,000 credits \$14,000

Custom quote for more

Non-animated publication 15 credits

Gallery 30 credits

Animated publication 50 credits

Terms & Conditions 1/2

as of February 2022



These terms and conditions ("Terms") set out the terms and conditions upon which Netinteractive Pty Ltd (ABN 25 150 812 525) ("Netinteractive", "we" or "us"), agrees to make available a service whereby Netinteractive creates for clients (including resellers such as communications agencies, print companies and freelance designers) or clients may use Netinteractive's systems to create for themselves or for others publications in the form of interactive books or other documents and to publish them on the world wide web and to provide application development for use on portable devices and hosting services.

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms, unless the context requires otherwise:

"ACL" means The Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

"Agreement" means any agreement for the provision of a Solution by Netinteractive to the Client.

"App Solution" means the creation and hosting of an application for use on a portable device (including mobile phone or tablet) that interfaces with the World Wide Web.

"Client App Material" means all content made available by the Netinteractive Client for use in the applicable App Solution (including, without limitation, content belonging to a Reseller Client where the applicable Reseller is the Netinteractive Client).

"Client Document" means a document put forward by the Netinteractive Client (including by uploading to the Netinteractive Server) for the purpose of creating a related Webpublication Document (including, without limitation, a document belonging to a Reseller Client where the applicable Reseller is the Netinteractive Client).

"GST" means the goods and services tax as defined in A New Tax System (Goods and Services) Tax Act 1999 (Cth) and its associated regulations (as amended).

"Netinteractive Affiliate" means Netinteractive France and each Related Body Corporate of it.

"Netinteractive Client" means the person, jointly and severally if more than one, acquiring the Webpublication Service from us, including, where applicable a Reseller.

"Netinteractive Server" means a server maintained by or on behalf of Netinteractive or a Netinteractive Affiliate including the following servers: asp-au.secure-zone.net and v3au.zone-secure.net.

"Personal Information" has the meaning given to such term under the Privacy Act 1988 (Cth).

"Related Body Corporate" has the same meaning as given to such term under the Corporations Act 2001 (Cth).

"Reseller" means an intermediary or reseller including without limitation a communications agency, print company or a freelance designer.

"Reseller Client" means a client of the Reseller who will ultimately obtain the benefit of the Solution from the applicable Reseller.

"Solution" means either an App Solution or a Webpublication Solution.

"Webpublication Document" means an interactive document created by or for the Client using the proprietary technology of Netinteractive or its licensors.

"Webpublication Solution" means:

- (a) the creation of a Webpublication Document designed to be accessed by a browser; and
- (b) where Netinteractive has agreed to do so, hosting of that Web Document so that it is accessible on the World Wide Web by use of a browser.

1.2. In these Terms, unless the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) headings shall be ignored in construing these Terms of Use;
- (c) references to a party include references to that party's legal personal representatives, successors and permitted assigns;
- (d) references to persons include references to corporations and other bodies and entities;
- (e) references to statutes include all statutes amending, consolidating or replacing such statutes; and
- (f) a reference to "\$" or "dollars" is a reference to Australian dollars.

2. BASIS OF AGREEMENT

2.1. Unless Netinteractive agrees in writing, these Terms apply exclusively to every Agreement and cannot be varied or replaced by any other terms, including the Netinteractive Client's terms and conditions of purchase (if any).

2.2. Any quotation or price list provided by Netinteractive to the Netinteractive Client for the proposed supply of a Solution is:

- (a) valid for 30 days;
- (b) an invitation to treat only; and
- (c) only valid if in writing (including where provided by electronic means).

2.3. The quotation or price list provided by Netinteractive may include additional terms that are not inconsistent with these Terms.

2.4. An Agreement comes into existence only when Netinteractive accepts in writing (including by electronic means) an order from the Netinteractive Client or provides the Netinteractive Client with the applicable Solution. That Agreement will be comprised of the quotation or price list provided by Netinteractive as contemplated by clauses and and these Terms.

2.5. Netinteractive has absolute discretion to refuse to accept an offer.

2.6. The Netinteractive Client must provide Netinteractive with its specific requirements, if any, in relation to the applicable Solution.

2.7. Netinteractive may vary or amend these Terms by written notice (which may be by way of email) to the Netinteractive Client at any time. Any variations or amendments will apply to orders placed after the notice date.

3. ACCESS TO THE WEBPUBLICATION SOLUTION

3.1. Where the applicable Solution involves the production of a Webpublication Document, either:

- (a) Netinteractive can produce the applicable Webpublication Document following receipt of a version of the Client Document in a compatible file format on the Netinteractive Server in accordance with the procedure set out in clause ; or
- (b) by the Netinteractive Client using its online account with Netinteractive referred to in clause

3.2 Netinteractive agrees that the Netinteractive Client may set up an online account with Netinteractive for the Netinteractive Client to initiate the automated provision of the Webpublication Solution. Access to such online account is by log in and password. The Netinteractive Client must keep such log in and password confidential and secret. The Netinteractive Client will be solely responsible for all activity occurring on its online account.

4. CREATION OF A WEBPUBLICATION DOCUMENT

4.1. The creation of a Webpublication Document consists in uploading of the applicable Client Document to the Netinteractive Server (either by the Netinteractive Client using the online automated facility or by Netinteractive), along with the information that is necessary to transform it into a Webpublication Document (which may include the following, without limitation, titling and acceptance of indexing of the document on search engines, and in customising and enriching the document with hyperlinks, videos, animations, tabs and formatting). Where required, the Client Document must be provided in PDF format 300 DPI assembled page by page, without cut line. After specific treatment, the Client Document will be available in Webpublication format in its dedicated interface and will be ready to be published online. The Client acknowledges that it is responsible for satisfying itself as to the compatible applications or platforms required for a user to access the Webpublication Document, whether from a computer or mobile device. Such information is available from Netinteractive upon request.

4.2. Netinteractive is the holder of the copyright of the published format of the Webpublication Document) created for the Netinteractive Client. Netinteractive grants an exclusive licence to the Netinteractive Client (and where the Netinteractive Client is a Reseller permits that Reseller to grant a sub-licence to the applicable Reseller Client) to make the Webpublication Document available online for so long as the Netinteractive Client is not in default of its payment obligation in respect of the applicable Agreement. It is acknowledged and agreed that the Netinteractive Client or the Reseller Client retains copyright in the underlying Client Document (as applicable).

5. HOSTING

5.1 A Webpublication Document will either be hosted on the Netinteractive Server or the Client's server (or that of the Client's third party hosting provider). If Netinteractive has agreed to host the Webpublication Document this will be specified in the applicable Netinteractive invoice for the Solution. The Client acknowledges and agrees that Netinteractive it is not responsible for any interruption to or failure of hosting services where Netinteractive is not the hosting provider.

6. PRICES AND TERMS OF PAYMENT

6.1 Prices quoted for the supply of the Solution exclude GST, valued added tax or similar taxes (unless otherwise indicated).

6.2 If the Netinteractive Client requests any variation to the applicable Solution, then Netinteractive may increase the price to account for the variation.

6.3 The Netinteractive Client must pay Netinteractive an annual hosting fee for each year during which a Webpublication Document continues to be made available online by in accordance with its then current price list as applying from time to time.

6.4 Where Netinteractive provides the Netinteractive Client with an App Solution, the Netinteractive Client must pay:

- (a) for all development costs for that App Solution in accordance with the Netinteractive quotation provided to the Netinteractive Client; and
- (b) an ongoing periodic fee for hosting of the applicable publications that are accessible via the App Solution in accordance with Netinteractive's then current price list as applying from time to time.

6.5 Unless otherwise agreed in writing:

- (a) Netinteractive's invoices will be rendered upon creation of a Webpublication Document and as and when hosting is extended at the Netinteractive Client's request;
- (b) subject to clause , full payment for the applicable Solution must be made within 30 days of the date of Netinteractive's invoice;
- (c) Netinteractive reserves the right to require payment in full on delivery of the applicable Solution.

7. CLIENT WARRANTIES AND INDEMNITY

7.1 The Netinteractive Client warrants that:

- (a) it owns the copyright and all other applicable intellectual property rights in the Client Document or has a royalty-free license from the owner (including where applicable from the relevant Reseller Client) to enable Netinteractive to provide the Webpublication Solution including without limitation the right to upload the Client Document on to the Netinteractive Server and to permit users to access the resulting Webpublication Document via the world wide web;
- (b) it owns the copyright and all other applicable intellectual property rights in the App Material or has a royalty-free license from the owner (including where applicable from the relevant Reseller Client) to enable Netinteractive to provide the App Solution including

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as of February 2022



without limitation the right to upload any or all of the App Material on to the Netinteractive Server and to permit users to access the resulting application via the world wide web;

(c) each individual having moral rights in the Client Document has consented to Netinteractive and its employees, agents and contractors doing any act or omission that would otherwise infringe that individual's moral rights in the absence of such consent as required to provide for Netinteractive to provide the applicable Webpublication Solution;

(d) each individual having moral rights in the Client App Material has consented to Netinteractive and its employees, agents and contractors doing any act or omission that would otherwise infringe that individual's moral rights in the absence of such consent as required for Netinteractive to provide the applicable App Solution.

(e) that neither the Client Document nor the Client App Material contains anything that is defamatory incites hatred or ridicule of any person or group, bullying, offensive, illegal, discriminatory, obscene or scandalous.

7.2 The Client indemnifies Netinteractive and applicable Netinteractive Affiliates from any claim, loss or liability arising directly or indirectly from any breach of clause (including without limitation from a claim from a Reseller Client).

8. PROVISION OF SOLUTION

8.1. Netinteractive will use reasonable commercial endeavours to provide the Solution:

(a) at all times, subject to scheduled periodic maintenance as notified to the Netinteractive Client from time to time;

(b) in a secure manner by using best practice industry precautions. The Netinteractive Client acknowledges and agrees however that all material hosted and accessible via the world wide web is vulnerable to hacking, unauthorised access and denial of service attacks.

9. FORCE MAJEURE

9.1. Netinteractive will not be responsible for any delay or failure to perform its obligations under these Terms to the extent that such delay or failure is due to any cause beyond its reasonable control (including without limitation, infrastructure failure, electricity outages, telecommunications outages, industrial strikes, civil unrest, terrorism, war, earthquake, storm, fire and other natural disasters) (a "Force Majeure Event"). If a Force Majeure Event occurs, Netinteractive may suspend or terminate an Agreement by written notice to the Netinteractive Client.

10. LIMITATION OF LIABILITY

10.1. Except as these Terms specifically state, an Agreement does not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, design or performance of the Solution or any contractual remedy for its failure.

10.2. If the Netinteractive Client is a consumer nothing in these Terms restricts, limits or modifies the Netinteractive Client's or remedies against Netinteractive for failure of a statutory guarantee under the ACL.

10.3. To the full extent permitted by law, Netinteractive is not liable for any indirect or consequential losses or expenses suffered by the Netinteractive Client or any third party (including, without limitation, a Reseller Client), howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party, except to the extent of any liability imposed by the ACL.

10.4. To the full extent permitted by law, Netinteractive's liability under or in connection with an Agreement, is limited to supplying the applicable Solution again.

10.5. To the full extent permitted by law, Netinteractive's maximum aggregate liability under or an Agreement (whether for breach of contract, in tort (including negligence) or otherwise) is limited to an amount equivalent to the total contract price under that Agreement.

11. TERMINATION

11.1 Netinteractive may terminate an Agreement by notice in writing to the Netinteractive Client (with termination to have immediate effect) if:

(a) the Netinteractive Client breaches any provision of that Agreement and fails to rectify such breach or provide sufficient compensation for that breach within 7 days of notice in writing provided by Netinteractive; or

(b) the Netinteractive Client breaches any provision of that Agreement which is not capable of remedy or exposes Netinteractive to material liability (including without limitation where there is a breach of clause); or

(c) where the Netinteractive Client is a natural person and he or she becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or (d) where the Netinteractive Client is a corporation and it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, administrator, receiver or manager or similar functionary appointed in respect of its assets, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Netinteractive Client.

11.2 Termination of an Agreement by Netinteractive is without prejudice to any remedies available to Netinteractive and any rights or obligations of the parties that accrued prior to the time of termination.

11.3 It is the Netinteractive Client's responsibility to have in place contingency measures in the event of termination of an Agreement.

Netinteractive will not be liable for any loss or claims the Netinteractive Client may suffer by reason of such termination. Where the Netinteractive Client is a Reseller it indemnifies Netinteractive from any claim from the applicable Reseller Client for failure to have in place such contingency measures in the event of termination of an Agreement.

12. PERSONAL INFORMATION

12.1. If any Client App Material or any content of a Client Document contains Personal Information the Netinteractive Client represents and warrants to Netinteractive that it has obtained all required consents for the transfer of that Personal Information to a Netinteractive Server and for the inclusion of that Personal Information in the related Webpublication Document and its accessibility via the world wide web.

12.2. The Netinteractive Client indemnifies Netinteractive from and against any claim, loss or liability arising directly or indirectly from a breach of clause.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. The Netinteractive Client acknowledges and agrees that Netinteractive or its licensors own all copyright and other intellectual property rights comprised in the software and systems that run and support the Webpublication Solution and the App Solution.

13.2. While ever the Netinteractive Client has paid all fees due to Netinteractive under the applicable Solution it is granted a licence to use the applicable Solution for the paid-up period in accordance with these Terms.

13.3. In respect of any Solution made available to the Netinteractive Client on a demonstration basis the Client is only permitted to make use of the Solution for the sole and limited purpose of evaluating whether or not it proceeds to purchase a paid for Solution from Netinteractive. The evaluation period may be time limited. The Netinteractive Client is not permitted to distribute or communicate the Solution outside of its internal organisation (other than to demonstrate to a Reseller Client where the Netinteractive Client is a Reseller). All rights not expressly granted are reserved to Netinteractive and its licensors. Netinteractive may terminate the demonstration licence at any time with immediate effect.

14. GST

14.1. If any GST is payable on a supply by Netinteractive to the Netinteractive Client under or in connection with an Agreement, then the Netinteractive Client must pay to Netinteractive the amount of such GST (to the extent that it is not already specifically included) in addition to the consideration otherwise payable for the supply.

14.2. Netinteractive will provide the Netinteractive Client with a tax invoice in such form as will permit the Netinteractive Client to claim an input tax credit for the amount of such GST should it be so entitled.

15. GENERAL

15.1. The law of New South Wales governs these Terms. The parties agree to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia and of courts entitled to hear appeals from those courts.

15.2. Netinteractive's failure to enforce any of these Terms will not be construed as a waiver of Netinteractive's rights.

15.3. If a clause is unenforceable it must be read down to be enforceable or, if it cannot be read down, the term must be severed from these Terms, without affecting the enforceability of the remaining terms.

15.4. A notice must be in writing and hand delivered personally or sent by email, facsimile, or prepaid mail to the last known address of the addressee. Notices sent by prepaid post are deemed to be received 1 Business Day after posting where posted in Australia and 3 Business Days after posting where posted from outside of Australia. Notices sent by facsimile or email will be deemed to have been received on confirmation of successful transmission.

15.5. The Netinteractive Client consents to Netinteractive referencing the Netinteractive Client as a client in any credentials document or capability statement as well as in any advertising medium including Netinteractive's website. The Netinteractive Client may with 7 days notice in writing revoke such consent.

15.6. These Terms bind and benefit the parties and their respective legal personal representatives, successors, and permitted assigns.

15.7. Unless an Agreement expressly provides otherwise:

(a) each indemnity given by the Netinteractive Client under these Terms which apply to an Agreement is a continuing indemnity which will survive termination of that Agreement; and

(b) Netinteractive may recover a payment under such an indemnity before it makes the payment in respect of which such indemnity is given.

15.8. Each party will take all steps and do all such things as may be reasonably requested by any other party to give effect to any of the transactions contemplated by these Terms.

15.9. The Netinteractive Client must not assign or otherwise transfer or attempt to assign any right or obligation under an Agreement without the consent of Netinteractive. Netinteractive may assign any right or obligation under an Agreement as it sees fit.

15.10. The relationship of the parties is one of independent contractors. Nothing in these Terms will be construed as rendering the relationship one of principal and agent, partnership or joint venturers.