

reinteractive – Terms of Use

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Welcome to reinteractive Pty Ltd (“**we**”, “**us**”, “**our**”). This document is our Terms of Use. We have prepared it in plain English to make it easy to understand and so that hopefully you don’t need to use a dictionary to decipher it.

This document is a legally binding agreement governed by New South Wales law that regulates your engagement of our services when you engage us to perform professional services in connection with your custom built software (**your application**) like consulting, software development and design services, and when you purchase our [CodeCare](#), [OpsCare](#) and ForceCare subscription services. Unless we otherwise agree in writing, no other terms or conditions other than those set out in this document or a SOW shall apply and if you don’t agree to our Terms of Use we will not provide you with any of our services.

These Terms of Use are divided into six sections. Firstly, we set out below the “core terms” that apply to all of our services. In sections 2, 3 and 4, we set out additional service-specific terms and conditions which cover our CodeCare, OpsCare and ForceCare services, respectively. In section 5, we set out our general terms and conditions that also apply to all of our services.

We may change these Terms of Use or the amount of our fees from time to time so please check back regularly to make sure that you understand this document.

Section 1 – Core Terms

Professional Services: We provide various professional services, including software application design and development services, user experience (UX) services and consulting services. Each different matter for which you engage us to perform professional services will be classified as a **project** and will be allocated a project name or number by us. Your engagement of us under these Terms of Use to perform professional services only commences once you have paid an invoice that we have issued which expressly refers to these Terms of Use. Our invoices will set out the amount of time that we will spend providing our professional services for you (**Block of Time**). For example, you can engage our application design services in blocks of hours or weeks. Once you have used up a Block of Time, your engagement of our professional services shall be deemed to have come to an end until you buy a further Block of Time.

Up-front Payment: So that we can focus on delivering great services rather than chasing bills and engaging debt collectors, unless we agree otherwise, all of our services must be paid for in advance together with all applicable taxes, duties and charges. Please contact us if you would like to discuss an alternative payment arrangement.

Interest for Late Payment: Should you not pay up-front and have a payment arrangement in place, any late payment will attract a 1% per month interest charge calculated on the total outstanding on each invoice including any accrued interest from the due date of the invoice billed at our discretion.

Large Projects: Large ongoing projects will generally be billed every four weeks or so; in these cases our invoices are due within 14 calendar days without discount, or before work starts on that invoice for a prepayment discount. We will decide if a project is a large ongoing project for the purposes of this paragraph.

Travel Expenses: It may become necessary for our staff to travel on behalf of your project. If this is required, and with your prior approval, this travel will be billed to you at cost plus 5%.

After-Hours Work: Occasionally you might request our developers work in the evenings, weekends or public holidays on your project. Depending on the availability of your assigned developers to do this, we can do so at your request only at our after-hours rates. For clarity, after-hours work is any work done outside of the standard 9am till 5pm from Monday to Friday on the days your developers are working on your project in the time zone of your assigned developers.

Critical Features List: When you engage us to perform professional services for a Block of Time, we will work out with you a list of functionalities that are critical to the success of the project. This will be called a “Critical Features List” and will represent the core work required to make the project a success. You agree to work with us in a reasonable manner to make this list as succinct as possible to help ensure the success of the project. During the development, we will focus on delivering the features listed in the Critical Features List before any other work is done. You are free to change what items appear in the critical features list at any time, but this may mean you either need to remove other features from the list or add more Blocks of Time to get those features delivered. For clarity, the Critical Features List specifies only software functionality and will not include design modifications or cross browser compatibility work as these are impossible to estimate at the start of the project and will require Blocks of Time as needed to get exactly to your specifications.

Agile Process: When you engage us to perform professional services for a Block of Time, we will work on your current list of requirements until your Block of Time has been fully utilised. While we may give you feedback and recommendations, it is up to you to guide us as to the work that you would like us to carry out. For example, you may as you see fit from time to time change the priority of your project requirements, delete project requirements or add new project requirements. At any Sprint meetings that we schedule with you, you may select requirements to be included in a current Sprint backlog and we will estimate whether we think we can complete those requirements during the current Sprint without exceeding your purchased Block of Time or whether you will need to purchase additional Blocks of Time. However, we don't provide fixed fee quotes

and any estimates that we provide are a “best guess” only, are non-binding and subject to change from time to time. We charge you for all time spent on your projects, including, for example, time spent attending Sprint meetings, providing estimates, providing support, carrying out development and integration, providing maintenance and defect fixes, participating in design activities and providing status reports. All time spent by each reinteractive staff member on your projects will accrue against any Block of Time that you have purchased.

Conditions of Delivery and Performance: As we operate on a time and expenses basis only, we are constrained by the Blocks of Time that you purchase which may not be sufficient to complete all of the work you request. However, unless you direct us otherwise, or introduce additional features, we commit to completing the items on your Critical Features List based on reasonable acceptance criteria that you provide and we agree in writing, tested on the latest version of the cross-platform Firefox web browser within the Blocks of Time you have purchased (but only where we commit to do so in writing). Whilst we will take reasonable care, we cannot guarantee or represent that the modifications we make or the code we develop will not have an adverse effect on the performance or operation of your application. In rare circumstances our services may have an adverse effect on the performance and operation of your application or associated applications and result in other unintended consequences or we may discover defects and other problems associated with your application and additional Blocks of Time may be required to be purchased to rectify this. Other than as set out above with respect to any Critical Features List that we commit to deliver in writing within a specific period of time, any proposals, project visions and other documents or representations provided which set out your objectives or our capabilities to fulfil your project requirements are a guide only and our completion or satisfaction of those objectives and requirements may or may not be possible during the limited time that you engage us to provide services under these Terms of Use.

Co-operation is Key: In our experience the prospects of successful project completion are exponentially increased when there are regular and high levels of co-operation and interaction between our development team and your project team members. We expect your project team members to be available as often as we require them to be in order to answer any questions that we may have about your project, to prioritise project requirements and provide access to systems and other information that we may require from time to time in connection with your projects. You will need to assign a member of your project team to the position of “Project Owner”, who will be your main representative for your projects. We will be entitled to assume that he or she may perform your obligations and exercise your rights under these Terms of Use (including by giving approval where required and prioritising your requirements), without the need for us to seek any other approval from you. Your “Project Owner” must be fully familiar with your business and the project, actively participate in all Sprint meetings that are held by us, and dedicate such efforts to your projects as we may require from time to time.

Backup, Security and Archiving: It is your (and not our) responsibility to backup, secure and archive the code for your application so please make sure that

you have an appropriate backup, security and archiving strategy. If you need assistance in setting up an appropriate Backup, Security and Archiving strategy, we can provide assistance with this through purchased Blocks of Time.

Section 2 – CodeCare Terms

About CodeCare: Our [CodeCare service](#) is a monthly code support and maintenance professional service for a single Ruby on Rails application that you can select by subscribing to this service. As a subscriber to our CodeCare service, you will receive a Block of Time each month (***Included Block of Time***). How big the Included Block of Time you receive is depends on the CodeCare plan you are subscribed to and this Included Block of Time expires at the end of each month even where it is not fully used. In addition your subscription to CodeCare includes our installation of security updates on your application that are released for specific use on Ruby on Rails applications that are brought to our attention and proactive bug and defect fixes for your application that are detected by our bug reporting tools. So that we can provide this service, it is necessary for you to provide us with full unrestricted administrator access to the software code in your application.

CodeCare Monitoring: If you purchase our CodeCare service we will monitor your application using third-party monitoring services such as bug tracking tools, and endeavour to take necessary action identified by those monitoring services to keep your application online. However, while we are confident in the capabilities of those monitoring services, they may not always work and we cannot be held responsible for any downtime in your application that may nevertheless occur from time to time. We can add your team to these services for an additional monthly fee depending on the service requested.

Priority: The goal of our CodeCare service is to have your application as stable as possible. Due to this, if you subscribe to CodeCare we will always fix issues in a set order of priority. First, we attend to any security updates that we become aware of that are available for your application. Secondly, we ensure that there is a working automated test suite for the application, or help you write one if it is missing. Thirdly, we address application errors brought to our attention that may cause your application to crash completely. Once the above three points are handled, we then can work on any bug fixes, tweaks and minor modifications that you ask us to address.

Delivery Schedule: As you send us work to do, it will go into a queue for your application. At the start of each month we will start working through those tickets in order until you have exhausted your Included Block of Time. Any further requests at this point will be placed in the queue for your application to be started the following month when you receive a new Included Block of Time. If you would like us complete work urgently or in excess of your Included Block of Time you can purchase additional Blocks of Time that do not expire at the end of the month.

Tweaks and Minor Modifications: Our CodeCare services comes with unlimited requests for CodeCare software tweaks, fixes and minor modifications to your application. We will prioritise these requests to be done after completion of urgent issues discussed in the Priority section above. It may not be possible to fix all bugs in your application immediately or at all but we will do our best to get to them as quickly as possible. Depending on the state of your application, it may take some time for us to get to all of your bugs and fix them. Our CodeCare services do not come with any guaranteed turnaround times. We will attend to your requests for bug fixes, tweaks, fixes and minor modifications as soon as reasonably practicable.

Reports: At the end of each month we will send you a report which sets out the work that we have done on your application as part of our CodeCare service during the month so that you can keep track of our service. This report will include the helpdesk tickets we have completed on your application and other work carried out. We will also include an itemised report of how your included Block of Time and any additional Blocks of Time purchased were used.

Ramping up: If you would like us to ramp up the speed in which we attend to bug fixes and minor modifications as part of our CodeCare service you always have the option of purchasing a Block of Time for a dedicated reinteractive resource to spend on your project. If you are not happy with our CodeCare service you can always terminate your subscription to the CodeCare service at any time.

Payment for CodeCare: If you enter your credit card details into our website when subscribing to our CodeCare service, you will be deemed to have authorised us to charge your credit card on a monthly basis for the CodeCare services that you purchase. If you would prefer to pay by electronic funds transfer (EFT), wire transfer or cheque please let us know; we only agree to accept payment via EFT, wire transfer or cheque for our CodeCare service from clients who agree to pay for the CodeCare service annually in advance within 30 days of invoice (unless we otherwise agree in writing to alternative payment terms).

Section 3 – OpsCare Terms

About OpsCare: Our [OpsCare service](#) is an Operations as a Service (OaaS) for a single Ruby on Rails application hosting environment with a single production environment and as many un-monitored non-production environments as you wish. It is a service which is designed to monitor and maintain the infrastructure (i.e. servers) upon which your Ruby on Rails application operates that you specify when subscribing to the service. Our OpsCare service is set at a fixed rate of the monthly base rate of your Hosting Provider costs without taking any Hosting Provider discounts into account. If you purchase this service we will monitor your production hosting environment and endeavor to apply all relevant security patches and other maintenance that we become aware are required to your hosting environment to the extent necessary in order to ensure the continued availability of your production Ruby on Rails application environment.

Hosting Provider: If you purchase our OpsCare service we will arrange for the hosting of your Ruby on Rails application associated with your OpsCare account to be migrated to an Amazon Web Services' (**AWS**) or Salesforce Heroku (**Heroku**) hosting environment (together **Hosting Provider**). If you subscribe to OpsCare, you will be deemed to have agreed and acknowledged that you are also applying for an AWS account or an Heroku account, that you have considered and approve of the features and attributes of this account, and that your use of this account is subject to a separate agreement between you and Amazon Web Services, Inc. (**Amazon**) or Salesforce Inc. (Heroku), a current version of which is located [on Amazon's website \(**AWS Customer License Terms**\)](#) or Heroku's website ([SFDC Heroku Agreement](#)), (together, **Hosting Terms**). If you subscribe to OpsCare, to the extent that our Terms of Use conflict with the Hosting Terms, the Hosting Terms prevail.

Hosting Accounts: Our obligation to provide you with OpsCare services (if you purchase OpsCare services from us) is subject to your compliance with these Terms of Use and the Hosting Terms but we cannot be held responsible for any problems that you experience with your Hosting Provider beyond our control. For example, we cannot be held responsible for any changes, discontinuance or deprecation of any Hosting Provider services or Hosting Provider APIs or for any breach of Hosting Provider security measures. If you purchase our OpsCare service, we will help you manage the hosting environment for your Hosting Provider account and help you scale up and scale down the amount of Hosting Provider resources allocated to your application to cater to your application's load requirements on a scheduled or manual basis that we will discuss with you. We will promptly forward any notice to you that we receive from your Hosting Provider regarding your Hosting Provider account that may affect you, including for example any notice of service interruption.

Hosting Provider requirements: You must contact us for any support enquiries associated with your Hosting Provider account while you have a current OpsCare subscription. You agree that we may also be obligated to facilitate an audit by your Hosting Provider of our books and records at any time and to provide reports to your Hosting Provider which include the names, contact information and your Hosting Provider account ID of our customers who procure our OpsCare services. Please also note that your Hosting Provider may capture, retain and use network, usage and other information regarding the use of its services. Please view your Hosting Provider's privacy policy for details about its privacy practices.

OpsCare Monitoring: If you purchase our OpsCare service we will monitor your application using third-party monitoring services such as bug tracking tools, and endeavour to take necessary action identified by those monitoring services to keep your application online. However, while we are confident in the capabilities of those monitoring services, they may not always work and we cannot be held responsible for any downtime in your application that may nevertheless occur from time to time; and our ability to locate and rectify a failure of any such monitored application to operate in compliance with any specifications that you and we agree to (a **Fault**) is dependent on a number of factors, such as the Hosting Provider stack underlying the application. If you purchase our OpsCare service,

we can add your team to the third-party monitoring services that we use for an additional monthly fee depending on the service requested.

OpsCare Standard Service Levels: Due to the nature of software and the various circumstances that can result in downtime, unavailability and Faults, it is likely that even where you purchase our OpsCare service your application will suffer downtime, unavailability and Faults from time to time. If you purchase our OpsCare service, you may issue requests for Fault rectification to us using our online OpsCare support ticketing system and where you do so we will acknowledge receipt of your requests and promptly thereafter have one of our software engineers commence work on rectification of the Fault in accordance with the following table:

OpsCare Standard Level Fault Rectification Request	OpsCare Standard Level Time for Response and Commencement of Rectification Work
A request for rectification of a Fault that results in a non-production version of your application being impaired or a new service or addition to any version of your application.	Within 12 business hours from the time we receive your request (where business hours are defined as Monday until Friday, 9 until 5pm in your time zone).
A request for rectification of a Fault that results in a production version of your application being impaired but not completely unusable.	Within 6 hours from the time we receive your request.
A request for rectification of a Fault that results in a production version of your application being completely unusable.	Within 2 hours from the time we receive your request.

While our goal of using the abovementioned third party monitoring services is to ensure that our OpsCare customers' applications are Fault-free 100% of the time, we are not responsible for rectifying Faults that the monitoring services fail to identify or for rectifying any Faults in any application caused or contributed to by your or Hosting Provider's planned downtime or your or Hosting Provider's decision to take your application (or the underlying Hosting Provider's stack) down or offline (including, for example, where Hosting Provider's suspends or terminates your AWS account due to your breach of the Hosting Provider's Customer License Terms). We are also not responsible for any Faults that we cannot rectify (such as where a Fault is caused by internet service provider delays or failures or denial of service attacks) or that we cannot rectify despite us using our best endeavors to do so.

If you purchase our OpsCare service you may also request technical guidance from us with respect to your application from time to time and we will acknowledge

receipt of your requests for general technical guidance with respect to your application by the end of the next business day following such a request.

OpsCare Premium Service Levels: You have an option to purchase our OpsCare Premium Service Levels which are subject to all of the same terms and conditions set out above under the heading “OpsCare Standard Service Levels”, but with the following superior response times:

OpsCare Premium Service Level Fault Rectification Request	OpsCare Premium Service Level Time for Response and Commencement of Rectification Work
A request for rectification of a Fault that results in a production version of your application being impaired but not completely unusable.	Within 3 hours from the time we receive your request.
A request for rectification of a Fault that results in a production version of your application being completely unusable.	Within 1 hour from the time we receive your request.

Coding Outages: If you purchase our OpsCare service and a Fault arises in your application that is monitored by our OpsCare service that is so severe that it results in your application being completely unusable and that has been caused by inadequate or defective software code in your application (**Severe Code Outage**), we can provide emergency software development work (**Emergency Coding**) with the goal of getting your application up and running again as quickly as possible.

Severe Code Outages can occur as a result of code errors, when software code needs to be fixed because it simply does not work and crashes or does not work as required and causes an application to fail and become completely unusable. Examples of inadequate or defective coding that can also result in Severe Code Outages include application code unable to handle 3rd party services not being available, situations where application code fails to operate in conjunction with relevant database or other systems (such as where caused by missing database indices or inefficient database queries) or where a modification to your application code is otherwise required to make your application work with the applicable load or technical environment.

If you purchase our OpsCare service and a Severe Code Outage occurs, our engineers will perform Emergency Coding as soon as possible to rectify the Fault once we become aware of the Severe Code Outage. We will be entitled to carry out 4 hours of Emergency Coding without obtaining your approval. If we require additional time beyond those initial 4 hours to rectify the Severe Code Outage we will continue performing Emergency Coding to rectify the Severe Code Outage if you approve of us doing so or you have purchased any Blocks of Time that are not fully used. We will not carry out any rectification work beyond those 4 hours of

Emergency Coding with respect to a Severe Code Outage until and unless you purchase sufficient Blocks of Time as required in order for us to continue to perform the Emergency Coding work.

Our engineers will send you a notification via our OpsCare support ticketing system to notify you that we are performing Emergency Coding prior to performing any such work. If you wish us to cease performing Emergency Coding at any time you can terminate Emergency Coding work by notifying us through the OpsCare support ticketing system that you wish to do so.

Any time spent by us performing Emergency Coding will be detailed in our invoices and will specify the total time spent as a line item referencing the support ticket number and charged to your credit card or account as it occurs. You will be kept up to date on total hours spent per Severe Code Outage via the ticket raised in our support system by our team. Emergency Coding is charged at our standard OpsCare rate (as amended by us from time to time) except where you have pre-purchased Blocks of Time against which the Emergency Coding is performed and in those circumstances, you will be charged for the relevant Blocks of Time rather than at the standard OpsCare rate.

OpsCare Hosting Account Requirements: A key reason OpsCare works so well as a service that provides stability and reliability are the elements of control and predictability. To this end, you agree:

- to never to modify the Hosting Account or what's setup within it, and, that all change requests are forwarded to the reinteractive OpsCare team through the support channels for their consideration, discussion where necessary and then their execution;
- to not modify reinteractive's access to the account;
- to not disable IAM access to billing information within your account if your hosting provider is AWS; and
- to keep your AWS business support enabled if your hosting provider is AWS.

Payment for OpsCare: If you enter your credit card details into our website when subscribing to our OpsCare service you will be deemed to have authorised us to charge your credit card on a monthly basis for the OpsCare services that you purchase and any Hosting Charges incurred and at the times and amount set out above for any Emergency Coding. Your obligation to pay us continues during any temporary suspension of services initiated by your Hosting Provider. If you would prefer to pay by electronic funds transfer (EFT), wire transfer or cheque please let us know; we only agree to accept payment via EFT, wire transfer or cheque for our OpsCare service from clients who agree to pay for the OpsCare service annually in advance within 30 days of invoice (unless we otherwise agree in writing to alternative payment terms).

Payment for Hosting Costs: You must pay all fees, charges and applicable taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that accrue under or with respect to your hosting account

(together, **Hosting Charges**). Any prices specified on our website are exclusive of **Hosting** Charges and unless we otherwise notify you in writing, all **Hosting** Charges incurred by us on your behalf are payable to us at the end of each calendar month via a credit card or as otherwise agreed by us in writing. You must indemnify us from any loss or damage we incur as a result of any claim made by the Hosting Provider that you or we have breached any obligation owed in favour of the Hosting Provider caused by any of your acts or omissions.

Transition of Hosting Accounts: If you terminate your OpsCare service with us we will provide you with access to your hosting account and allow you to take control of it so that you can continue to operate your hosting environment following termination of your OpsCare service and transition the management of your hosting environment to yourself once any outstanding Hosting Provider Service charges billed to you by reinteractive on behalf of Hosting Provider are paid in full.

Section 4 – ForceCare Terms

About ForceCare: Our [ForceCare service](#) is a monthly support and maintenance professional service for a single Salesforce subscription that you can select at the time of subscribing to this service. As a subscriber to our ForceCare service, you will receive a Block of Time each month (**Included Block of Time**). How big the Included Block of Time you receive is depends on the ForceCare plan you are subscribed to and this Included Block of Time expires at the end of each month even where it is not fully used. So that we can provide this service, it is necessary for you to provide us with full unrestricted administrator access to the Salesforce instance that you nominated when you subscribe to this service.

Priority: The goal of our ForceCare service is to have your Salesforce instance as functional and as stable as possible. Due to this, we will always fix issues in a set order of priority. First, we attend to any updates required by Salesforce.com, inc. that we become aware of that are available and needed for your Salesforce instance. Secondly, we will fix errors brought to our attention that could make your Salesforce instance operate incorrectly. Once the above three points are handled, we then can work on any tweaks and minor changes to your Salesforce instance that you ask us to address.

Delivery Schedule: As you send us work to do, it will go into a queue. At the start of each month we will start working through those tickets in order until you have exhausted your Included Block of Time. Any further requests at this point will be placed in the queue for your application to be started the following month when you receive a new Included Block of Time. If you would like us to complete work urgently or in excess of your Included Block of Time you can purchase additional Blocks of Time that do not expire at the end of the month.

Tweaks and Minor Modifications: Our ForceCare service comes with unlimited requests for tweaks, fixes and minor modifications to your Salesforce instance. We will prioritise these requests to be done after completion of the work

described in the Priority section above. It may not be possible to fix all bugs in your application immediately or at all but we will do our best to get to them as quickly as possible. Depending on the state of your Salesforce instance, it may take some time for us to get to all of your bugs and fix them. Our ForceCare service does not come with any guaranteed turnaround times. We will attend to your requests for bug fixes, tweaks, fixes and minor modifications as soon as reasonably practicable.

Reports: At the end of each month we will send you a report which sets out the work that we have done on your application as part of our ForceCare service during the month so that you can keep track of our service. This report will include the helpdesk tickets we have completed on your application and other work carried out. We will also include an itemised report of how your included Block of Time and any additional Blocks of Time purchased were used.

Ramping up: If you would like us to ramp up the speed in which we attend to bug fixes and minor modifications as part of our ForceCare service you always have the option of purchasing a Block of Time for a dedicated reinteractive resource to spend on your project. If you are not happy with our ForceCare service you can always terminate your subscription to it at any time.

Payment for ForceCare: If you enter your credit card details into our website when subscribing to our ForceCare service, you will be deemed to have authorised us to charge your credit card on a monthly basis for the ForceCare services that you purchase. If you would prefer to pay by electronic funds transfer (EFT), wire transfer or cheque please let us know; we only agree to accept payment via EFT, wire transfer or cheque for our ForceCare service from clients who agree to pay for the ForceCare service annually in advance within 30 days of invoice (unless we otherwise agree in writing to alternative payment terms).

Section 5 – Our General Terms

Intellectual Property Rights: All copyright, patents, designs, trade marks, trade names and any other intellectual proprietary right or form of intellectual property, and the right to apply to register and enforce all or any of the foregoing rights (together, **IPR**) in any software that we develop for and deliver to you in the course of carrying out your project (**Delivered Software**) is assigned to you immediately upon creation provided that you have paid us, or pay us, in accordance with this Terms of Use for that development (**Client IPR**). However, Client IPR does not include IPR in any software that we deliver to you that is not developed by us (**Third Party IPR**), including IPR in open source software (as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>)) and any enhancements, modifications and updates to any Third Party IPR. Third Party IPR is not assignable to you under these Terms of Use. Your use of any Third Party IPR that we deliver to you is subject to any licence terms and other provisions governing the use of the Third Party IPR stipulated by the owner(s) of the Third Party IPR. All IPRs in any software development tools (i.e. software that we use to develop other software) and in software that we have developed prior to your engagement of our services and in software that we

develop outside the scope of the work you engage us to carry out for your project, is owned exclusively by us (collectively, **reinteractive IPR**) and any enhancements, modification, upgrades and updates to any reinteractive IPR is owned exclusively by us, is never assigned to you and is not “Delivered Software” notwithstanding any other provisions of these Terms of Use unless those enhancements, modifications upgrades and updates are considered Client IPR in which case it will be assigned per this clause. We hereby grant you a non-exclusive, non-assignable and non-sublicensable perpetual license to use reinteractive IPR that is delivered to you by us in connection with your project, but only in the form it is delivered to you by us and solely for your internal use (the **Client reinteractive IPR Licence**). Client IPR does not include reinteractive IPR. IPR in software that we develop that we do not deliver to you remains vested in us and nothing in this Terms of Use gives you any right to use that software. All IPRs in our software, services and any suggestions you make regarding them remain with us and our licensors and we do not assign or license you to use any of them unless as part of the Client reinteractive IPR Licence defined above. You hereby irrevocably assign to us all of your rights, title, IPR and interest in and to all of those suggestions unless otherwise addressed in an agreement executed by all parties.

Third Party IPR Claims: To the best of our knowledge our Delivered Software will not infringe the IPR of any person. If we are wrong about that, we will indemnify you for any losses suffered by you from third party claims that your use of Delivered Software infringes any such rights, unless the claim arises with respect to software that we did not develop, a software feature requested by you, modification or use of Delivered Software in a manner that we have not approved in writing, or the use of an old or obsolete version of Delivered Software. If we provide you with replacement software to replace any infringing Delivered Software you must immediately cease using that infringing software. We won’t indemnify you unless you do so, and you give us all relevant records, your full cooperation and complete control of the defence and settlement of the claim.

Your Content: We are not responsible for any of your content or data that you or any other person transmit, store, upload, download or process in connection with any software we develop for you or deliver to you and/or with respect to any data in your Salesforce and/or Heroku account (collectively, **your content**). You license us (and your Hosting Provider, if you subscribe to our OpsCare services) to use your content to the extent necessary for us (and your Hosting Provider, if you subscribe to our OpsCare services) to use it in order to provide services to you under or in connection with these Terms of Use or the Hosting Terms. You are solely responsible for the correctness, technical operation, and all permissions and authorisations required in connection with your content (and for us and your Hosting Provider if you subscribe to OpsCare) to process and use your content) including any permissions and authorisations relating to the use of personal information. You are also solely responsible for handling and processing any claims and notices relating to your content and you are responsible for any use of your content by you or any other person (whether such use is authorised or not). If we incur any loss or damage resulting from or in

any way connected with your content, you must indemnify us for all such loss and damage.

Our Liability: Our liability under these Terms of Use is limited in a few different ways: First, we will not be liable for all or any claims made for a particular project in excess of the amount of money you pay us for that project in the aggregate; and we will not have any liability for our provision of a service in excess of the amount of money you pay us for that service; second, we will not have any liability for any matter beyond our reasonable control such as third party software failures, telecommunications network faults, non-performance or interruptions of software, hardware failures, service failures caused by third parties (including failures of Amazon or Salesforce services), adverse weather events and labour disputes; third, we will not be liable for software bugs, non-performance or downtime of software, applications or hardware, or for loss of profits, loss of revenue, loss of or unauthorised access to or alteration, deletion of, or failure to store, content or data, or for loss of goodwill, losses connected with software crashes and other unintended consequences of using our software or services, or other indirect or consequential losses even if we were advised of the possibility or likelihood of those losses; and fourth for any breach by us of any applicable guarantee under schedule 2 to the *Competition and Consumer Act 2010* (Cth) (aka the *Australian Consumer Law*) our liability will be limited to one or more of the following as determined by us: if the liability concerns goods, (i) the replacement of the goods, or the re-supply of the goods; (ii) the repair of the goods; (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and if the liability concerns services: (i) the supplying of the services again; or (ii) the payment of the cost of supplying the services again. You must indemnify us for any loss or damage we incur arising out of or relating to any third party claim concerning your use of our services, your breach of these Terms of Use, your content or a dispute between you and any third party. Notwithstanding anything in these Terms of Use to the contrary, you will not be responsible for indemnifying us for any claim, damage, or liability, if caused by us or our employee's, agent's, or contractor's negligence or intentional misconduct.

Confidentiality: If you provide us with any information that the law deems to be confidential, we will do our best to keep it confidential other than where it is necessary for us to disclose the information for the purposes of performing our services for you. For example, we will need to disclose your credit card details to our payment gateway provider. If we give you any information that the law considers to be confidential you must do your best to keep it confidential and must not use it except for the purposes of the project that we delivered it for. You and we will return to each other or destroy each other's confidential information upon completion of the relevant project except where doing so would breach any applicable law. To avoid any doubt, you and we will have no obligation of confidence regarding any information that is disclosed by one of us (*giver*) to the other (*receiver*) that is independently developed by the receiver or obtained by the receiver without breaching any obligation of confidence and nor will either of us have or have had any obligation of confidence regarding any information in the public domain.

Advertising: If you engage us to perform any services you will be deemed to have given us your permission to list you as a client on our website and in our other marketing materials unless you give us written notification otherwise.

Relationship: We do not work exclusively for any particular client or clients. We work for many different clients across many different industries some of whom may be your competitors. Unless we otherwise expressly agree to do so, we do not work as employees, partners or in any other form of relationship with our clients other than as independent contractors. You cannot transfer your rights under these Terms of Use and you are responsible for your use of our services and for any other person that uses any of the services we provide to you. You are also responsible for any action that you permit, assist or facilitate any person or entity to take related to these Terms of Use.

Non Solicitation of Employees: Our employees are important to us. You cannot employ, engage or entice away from employment with reinteractive any person who is an employee of reinteractive who you had any dealings with at reinteractive. This restriction lasts for 6 months after you cease to receive any services from reinteractive. Also, this restriction prevents you from directly employing, engaging or enticing away any reinteractive employee directly or indirectly (i.e via another entity or any third party). If you breach any of your obligations under this paragraph, you must pay reinteractive compensation in an amount equal to 20% of the employee's final year annual remuneration package with reinteractive, first year annual remuneration package with you or with another entity or third party that you directly or indirectly employ or engage the employee through, or \$20,000 AUD, whichever of the three is greater.

Termination of Services and Dispute Resolution. Either one of us can terminate a project and your engagement of all or any of our services at any time by sending a written notice to the other party confirming the decision to terminate. If a project is terminated we will first apply any balance of any Block of Time you have purchased and paid for but not used against outstanding invoices if any and then refund the balance, if any. On termination, if you are not happy with our OpsCare, CodeCare or ForceCare services for any reason we will also give you a full refund of the monthly subscription fee you paid us (not including any additional Block of Time purchased) for the calendar month in which you issued your notice of termination. You may only exercise your right to this refund on one occasion only and only within 60 days of termination by [notifying us](#) in writing that you wish to exercise your rights to that refund. However, if you have a problem with our performance or our services generally we would prefer to resolve the matter amicably rather than have our services terminated or either party waste time and money on legal action. If you have any problems with our services, please contact us. In our view, legal action, if it is ever necessary, should only be left as a last resort. If legal action is commenced, it may only be initiated in a court located in New South Wales.

Contacting Us. If you wish to make any enquiries with us about our services, we invite you to [contact us](https://reinteractive.com/enquiries/new) (<https://reinteractive.com/enquiries/new>) at your convenience. We are available to speak to you during standard operating hours.

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