**LogiqcQMS Terms Of Use v22 Effective 19.04.22**

These Terms of Use describe the services to be provided to You by Logiqc Pty Ltd. These Terms of Use are intended to explain our obligations as a service provider and Your obligations as a customer. Please read them carefully.

These Terms of Use are binding on any use of the Service and apply to You from the time that Logiqc Pty Ltd provides You with access to the Service and shall continue until terminated in accordance with clause 3.5 or clause 8. The Service is set out in the subscription invoice and includes (but shall not be limited to):

* Internet hosting online in the ‘cloud’ in a carrier grade data centre.
* Regular updates and bug fixes.
* Helpdesk support via web portal for all system users.
* Telephone support for the nominated contact person and the CEO.
* Database maintenance.
* Daily data back-ups.

The Service will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of the Service. Logiqc Pty Ltd reserves the right to change these terms at any time provided such changes do not materially decrease the functionality of the Service and Logiqc Pty Ltd will make every effort to communicate these changes to You via email

By registering to use the Service you acknowledge that You have read and understood these Terms and have the authority to act on behalf of any person for whom You are using the Service. You are deemed to have agreed to these Terms on behalf of any entity for whom you use the Service.

1. **DEFINITIONS**

"Agreement" means these Terms of Use including the subscription invoice.

"Access Fee" means the monthly and/or annual fees (excluding any GST, taxes and duties) payable by You. At the commencement of this Agreement the Access Fee shall be the amount stated in the schedule set out in the quote provided to you.

“Claim” means any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceedings, right of action, claim for Compensation and claim for abatement of any monetary obligation.

“Confidential Information” means all information (except to the extent that it is generally available to the public, other than as a direct or indirect result of any breach of this agreement) exchanged between the parties to this Agreement, whether in writing, electronically or orally, whether arising in respect of the Service, relating to the business or financial affairs of Logiqc Pty Ltd, or relating to any other matter including, without limitation:

* any information that is specifically designated by a party as confidential;
* any information which, by its nature, may reasonably be regarded as confidential;
* any information relating to any:
* agreements, arrangements or terms of trade between Logiqc Pty Ltd and You;
* technologies, products, services, proposals, pricing, capabilities, capacities, operations or processes of Logiqc Pty Ltd; or
* Intellectual Property Rights,

of any of them; and

* any note, calculation, conclusion, summary or other material derived or produced partly or wholly from any such information.

"Data" means any data inputted by You or with Your authority into the Website.

“GST” means GST as defined in the GST Act (being, without limiting the ambit of the definition in that Act, a tax upon the value of supply of goods and/or services).

“GST Act” means A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

”Intellectual Property Right” means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how, trade secrets and marketing secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Service" means the online Logiqc Quality Management System made available (as set out in the subscription invoice and as may be changed or updated from time to time as a result of additional purchases).

"Website" means the Internet site at www.logiqc.com.au domain provided to you when your Service is established or any other site operated by Logiqc Pty Ltd.

"Logiqc Pty Ltd" means Logiqc Pty Limited ABN 79120710769 which is an Australian company.

"Proprietary Content" means

* the Website;
* all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in the Website, and the selection and arrangement thereof); and
* all software, systems and other information owned or used by Logiqc Pty Ltd in connection with the Service offered through the Website (whether hosted on the same server as this site or otherwise).

"Invited User" means any person or entity, other than the Subscriber, that uses the Service with the authorization of the Subscriber from time to time.

"Subscriber" means the company stated in the subscription invoice and, where the context permits, includes any entity on whose behalf it registers to use the Service.

"You" means the Subscriber, and where the context permits, an Invited User. "Your" has a corresponding meaning.

**2.0 USE OF SOFTWARE**

Logiqc Pty Ltd grants You the right to access and use the Service via the Website with the particular user roles available to You according to Your subscription type. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement. You acknowledge and agree that, subject to any applicable written agreement between the Subscriber and the Invited Users, or any other applicable laws:

2.1.         the Subscriber determines who is an Invited User and what level of user role access to the relevant organisation and Service that Invited User has;

2.2.         the Subscriber is responsible for all Invited Users’ use of the Service and indemnifies Logiqc Pty Ltd in respect of any Claim arising against Logiqc Pty Ltd because of any act or omission of the Invited Users;

2.3.         the Subscriber controls each Invited User’s level of access to the relevant organisation and Service at all times and can revoke or change an Invited User’s access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Invited User or shall have that different level of access, as the case may be;

2.4.         if there is any dispute between a Subscriber and an Invited User regarding access to any organisation or Service, the Subscriber shall decide what access or level of access to the relevant Data or Service that Invited User shall have, if any.

**3.0 YOUR OBLIGATIONS**

3.1.         Payment obligations: An invoice for the Access Fee will be issued at the agreed frequency starting from the date of acceptance of quote or a date otherwise agreed to by You and Logiqc Pty Ltd. All invoices will include the Access Fee for the period in advance. Logiqc Pty Ltd will continue invoicing You until this Agreement is terminated in accordance with clause 8.

3.2.         All Logiqc Pty Ltd invoices will be sent to You, or to a Billing Contact whose details are provided by You, by email. You must pay or arrange payment of all amounts specified in any invoice within 30 days of the invoice date or the date negotiated by mutual agreement. You are responsible for payment of all taxes and duties in addition to the Access Fee, including without limitation, any GST applicable to the supply of the Service.

3.3.         Preferential pricing or discounts: You may from time to time be offered preferential pricing or discounts for the Access Fees. Eligibility for such preferential pricing or discounts is conditional upon Your acceptance of responsibility for payment of any Access Fees. Without prejudice to any other rights that Logiqc Pty Ltd may have under these Terms or at law, Logiqc Pty Ltd reserves the right to render invoices for the full (non-discounted) Access Fees due or suspend or terminate Your use of the Service in respect of any or all of Your users in the event that any invoices for those Access Fees are not paid in full by the due date for payment.

3.4.         Variation of Access Fee: Upon first giving 30 days’ prior written notice Logiqc may vary the amount of the Access Fee (in clause 3, called the “new Access Fee”) and subject to clause 3.5, You must pay the new Access Fee from the expiration of that 30 days’ notice period.

3.5.         If You:

* object to the amount of the new Access Fee stipulated by Logiqc Pty Ltd, then despite any other provision of this Agreement, You may terminate the Agreement by giving 30 days’ prior written notice to Logiqc Pty Ltd provided Your notice of termination under this clause is given within seven (7) days of You receiving the notice from Logiqc Pty Ltd stipulating the new Access Fee;
* fail to pay the new Access Fee from the date it becomes payable, then despite any other provision of this Agreement, Logiqc Pty Ltd may give 14 days’ prior written notice to You terminating the Agreement.

3.6.         General obligations: You must only use the Service and Website for Your own lawful internal business purposes, in accordance with these Terms. You may use the Service and Website on behalf of others or in order to provide services to others but if You do so you must ensure that You are authorized to do so and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

3.7.         Access conditions:

* You must ensure that all usernames and passwords required to access the Service are kept secure and confidential. You must immediately notify Logiqc Pty Ltd of any unauthorized use of Your passwords or any other breach of security and Logiqc Pty Ltd will reset Your password and You must take all other actions that Logiqc Pty Ltd reasonably deems necessary to maintain or enhance the security of Logiqc Pty Ltd.’s computing systems and networks and Your access to the Services.
* Logiqc Pty Ltd will access Your service for the purposes of providing user support and analysis of service performance.
* As a condition of these Terms, when accessing and using the Services, You must:

1. not attempt to undermine the security or integrity of Logiqc Pty Ltd.’s computing systems or networks or, where the Services are hosted by a third party, that third party's computing systems and networks;
2. not use, or misuse, the Services in any way which may impair the functionality of the Services or Website, or other systems used to deliver the Services or impair the ability of any other user to use the Services or Website;
3. not attempt to gain unauthorized access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;
4. not transmit, or input into the Website, any: files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which You do not have the right to use); and
5. not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services or to operate the Website except as is strictly necessary to use either of them for normal operation.

3.8.         Usage Limitations: Use of the Service may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls You are permitted to make against Logiqc Pty Ltd.’s application programming interface. Any such limitations will be specified within documentation related to the Service and within documentation provided at time of purchase.

3.9.         Communication Conditions: As a condition of these Terms, if You use any communication tools available through the Website (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of the Services, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of the Services or the Website, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on the Website, You represent that You are permitted to make such communication. Logiqc Pty Ltd is under no obligation to ensure that the communications on the Website are legitimate or that they are related only to the use of the Services. As with any other web-based forum, You must exercise caution when using the communication tools available on the Website. However, Logiqc Pty Ltd does reserve the right to remove any communication at any time in its sole discretion, acting reasonably.

3.10.      You indemnify and hold harmless Logiqc Pty Ltd and its officers and employees from and against any Claim made against, suffered or incurred by any of them due to, arising out of, or in any way related to (directly) any material or information that you submit, post, transmit or otherwise make available through the Website.

**4.0 CONFIDENTIALITY AND PRIVACY**

4.1.         Confidentiality: Unless the relevant party has the prior written consent of the other or unless required to do so by law:

* Each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms.
* Each party's obligations under this clause will survive termination of these Terms.

4.2.         Privacy:

(a)           Logiqc Pty Ltd maintains a privacy policy that sets out the parties’ obligations in respect of personal information. You should read the Privacy Policy (located at http://logiqc.com.au/privacy-policy) and You will be taken to have accepted that policy when You accept these Terms.

**5.0 INTELLECTUAL PROPERTY**

5.1.         General: Title to, and all Intellectual Property Rights in the Services, the Website and any documentation relating to the Services remain the property of Logiqc Pty Ltd (or its licensors).

5.2.         Ownership of Data: Title to, and all Intellectual Property Rights in, the Data remain Your property. However, Your access to the Data is contingent on full payment of the Logiqc Pty Ltd Access Fee when due. You grant Logiqc Pty Ltd a licence to use, copy, transmit, store, and back-up Your information and Data for the purposes of enabling You to access and use the Services and for any other purpose related to provision of the Services to You.

5.3.         Backup of Data: Logiqc Pty Ltd adheres to its best practice policies and procedures to prevent data loss, including a daily system data back-up regime, but does not make any guarantees that there will be no loss of Data. Logiqc Pty Ltd expressly excludes liability for any loss of Data no matter how caused except where there has been a deliberate unauthorised disclosure of your data by Logiqc Pty Ltd or negligence on its part.

5.4.         Third-party applications and your Data. If You enable third-party applications for use in conjunction with the Services, You acknowledge that Logiqc Pty Ltd may allow the providers of those third-party applications to access Your Data as required for the interoperation of such third-party applications with the Services. Logiqc Pty Ltd shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by third-party application providers.

5.5.         All Proprietary Content is the property of Logiqc Pty Ltd or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish or prepare derivative works from any of the Proprietary Content, except as expressly authorised by these Terms or with the prior written consent of Logiqc Pty Ltd or other copyright owner (as applicable).

5.6.         You may download and print out content from the Website only for your own personal use and provided that you do not remove or modify any copyright, trademark or other proprietary notices.

**6.0 WARRANTIES AND ACKNOWLEDGEMENTS**

6.1.         Authority: You warrant that where You have registered to use the Service on behalf of another person, You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Service You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

6.2.         Acknowledgement: You acknowledge that:

* You are authorized to use the Services and the Website and to access the information and Data that You input into the Website, including any information or Data input into the Website by any person you have authorized to use the Service. You are also authorized to access the processed information and Data that is made available to You through Your use of the Website and the Services (whether that information and Data is Your own or that of anyone else).
* Logiqc Pty Ltd has no responsibility to any person other than You and nothing in this Agreement confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Website on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise) you agree that:

1. You are responsible for ensuring that You have the right to do so;
2. You are responsible for authorizing any person who is given access to information or Data, and you agree that Logiqc Pty Ltd has no obligation to provide any person access to such information or Data without Your authorization and may refer any requests for information to You to address; and
3. You will indemnify Logiqc Pty Ltd against any claims or loss relating to:

* Logiqc Pty Ltd.’s refusal to provide any person access to Your information or Data in accordance with these Terms,
* Logiqc Pty Ltd.’s making available information or Data to any person with Your authorisation.
* Subject to any limitation in these Terms of Use, Logiqc Pty Ltd warrants the Services will be fit for the purpose it has expressly represented to You but otherwise the provision of, access to, and use of, the Services is at Your own risk. To the extent the Services do not otherwise meet your requirements You agree to release Logiqc Pty Ltd and its officers and employees from any Claim that you may have against any of them arising from these Terms or the use of the Website by You. Logiqc Pty Ltd may plead this release as a bar and complete defence to any Claims
* Logiqc Pty Ltd does not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. Logiqc Pty Ltd is not in any way responsible for any such interference or prevention of Your access or use of the Services and without limiting the generality of clause 6(2)(c), you agree to release Logiqc Pty Ltd and its officers, employees, agents, consultants, licensors, partners and affiliates from any Claim that you may have against any of them arising from any interruptions to the Service or inability to access the Website.
* Logiqc Pty Ltd is not Your adviser outside of any specific advisory services purchased from Logiqc Pty Ltd and use of the Services does not constitute the receipt of advice.
* It is Your sole responsibility to determine that the Services meet the needs of Your business and are suitable for the purposes for which they are used.
* You remain solely responsible for complying with all applicable laws to your use of the Services. It is Your responsibility to check that storage of and access to your Data via the Software and the Website will comply with laws applicable to you (including any laws requiring you to retain records).

6.3.        Logiqc Pty Ltd warrants that:

1. the Services comply with all applicable laws;
2. it (or its licensors) holds all Intellectual Property rights in the Services and that the provision of the Services to You will not infringe any third party’s intellectual property rights;
3. The Services will be provided in accordance with any descriptions, documentation, specifications or other information provided by Logiqc Pty Ltd to You; and
4. The Services do not contain, and Your access to the Services will not introduce, any viruses or malicious code into Your systems.

But otherwise, Logiqc Pty Ltd does not warrant that the Services will meet Your requirements or that it will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement.

6.4.        Consumer guarantees: You warrant and represent that You are acquiring the right to access and use the Services for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of the Services, the Website or these Terms.

**7.0 LIMITATION OF LIABILITY**

7.1.         Nothing in this Agreement shall limit or exclude either party’s liability for fraud or fraudulent misrepresentation; any wilful breach these Terms of Use; or under the indemnity set out in clause 7.5. -

7.2         To the maximum extent permitted by law, each party excludes all liability to the other party for any consequential, indirect, incidental, special, punitive, or exemplary loss, (including loss of data), arising out of, or in connection with, these Terms or the Services provided for the avoidance of doubt, in the case of Logiqc Pty Ltd, this exclusion of liability does not extend to Your liability to pay the Access Fee or other monies payable under these Terms of Use.

7.3.         Subject to clause 7.1, if Logiqc Pty Ltd suffers loss or damage as a result of Your failure to comply with these Terms, in addition to the rights of termination under clause 8, any Claim by Logiqc Pty Ltd against You arising from Your failure will be limited in respect of any one incident, or series of connected incidents, to the Access Fees paid by You in the previous 12 months.

7.4          Subject to clause 7.1 and your rights arising under law, if Logiqc Pty Ltd breaches these Terms of Use, Your sole and exclusive remedy is to terminate these Terms in accordance with clause 8 and the maximum liability of Logiqc Pty Ltd to you or any other person for any Claim (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) shall be the lesser of:

* the amount of the Access Fees paid by You in the previous 12 months; or

(b)          the reasonable cost of reperforming the Services not performed because of the breach

7.5.         If under any law, there are conditions and warranties implied or any rights and remedies conferred on You, which cannot be excluded, restricted or modified by agreement (Non-Excludable Rights) then notwithstanding any clause of this Agreement, the Non-Excludable Rights are not excluded, restricted or modified by this Agreement except to the extent permitted by law.

7.6          Logiqc indemnifies You and any Invited Users against any third party Claims that the Services (and any software used in the Services) breaches that third party’s intellectual property rights.

**8.0 TERMINATION**

8.1.         If You choose to use the Services You will be billed from the day specified in these Terms. If You choose not to continue using the Services, You may notify Logiqc Pty Ltd in writing. Your service will be terminated within 30 days of receipt of such notice.

8.2.         Prepaid Access Fees: Logiqc Pty Ltd will not provide any refund for any remaining prepaid period for a prepaid Access Fee subscription.

8.3.         Fixed term contracts: For fixed term contracts there is a termination fee of not more than the sum of the Access Fee payments for each of the remaining months of the ‘contract term’ from the date of notification of termination.

8.4.         No-fault termination: These Terms will continue for the period covered by the Access Fee paid or payable under clause 3.1. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed Access Fee when due.

8.5.         Data access and retention.

* Upon termination or expiry and for a fee of $500, upon Your written request and subject to clauses 8(5)(b) and 8(5)(c), Logiqc Pty Ltd shall provide You with a zip file containing all documents, records and contracts held in the system and an export file in Excel containing register data and the list view level only.
* Any obligation for Logiqc Pty Ltd to provide access to Your Data is conditional upon You first paying the Access Fees or other monies then payable under this Agreement to Logiqc Pty Ltd and until those monies are paid, Logiqc Pty Ltd may retain possession of Your Data, holds a lien over the Data and may prevent You having access to the Data.
* In the event this Agreement has been terminated (or expires) and:

1. You have not made a written request to Logiqc Pty Ltd for Your Data, or
2. You have not complied with the provisions of this Agreement,
3. and thirty (30) days have elapsed since termination or expiry, Logiqc Pty Ltd may in its absolute discretion destroy the Data and You agree to release Logiqc Pty Ltd and its officers, employees, agents, consultants, licensors, partners and affiliates from any Claim that you may have against any of them arising from any loss of the Data.

8.6.         Breach: If You:

* breach any of these Terms (including, without limitation, by non-payment of any Access Fees) and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
* breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any breach of clause 3.6 or any payment of Access Fees that are more than 30 days overdue); or
* You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

Logiqc Pty Ltd may take any or all of the following actions, at its sole discretion:

1. Terminate this Agreement and Your use of the Services and the Website;
2. Suspend for any definite or indefinite period of time, Your use of the Services and the Website;
3. Suspend or terminate access to all or any Data.
4. Take either of the actions in sub-clauses (i), (ii) and (iii) of this clause 8(6) in respect of any or all other persons whom You have authorized to have access to Your information or Data.

For the avoidance of doubt, if payment of any invoice for Access Fees due is not made in full by 5 days after a notice of non-payment is provided by Logiqc Pty Ltd following the invoice due date, Logiqc Pty Ltd may: suspend or terminate Your use of the Service, the authority for all or any of Your Organizations to use the Service, or Your rights of access to all or any Data.

* If Logiqc Pty Ltd:

1. breaches any of these Terms and does not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;
2. breaches any of these Terms and the breach is not capable of being remedied; or
3. Logiqc becomes insolvent or goes into liquidation or has a receiver or manager appointed of any of its assets, makes any arrangement with its creditors, or become subject to any similar insolvency event in any jurisdiction,

You may terminate the Agreement and receive a refund of any prepaid Access Fees.

8.7.         Accrued Rights: Termination of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination. On termination of this Agreement You will:

* remain liable for any accrued charges and amounts which become due for payment before or after termination; and
* immediately cease to use the Services and the Website.

8.8.        Expiry or termination: Clauses 3.1, 3.7, 3.8, 4, 5, 6, 7, 8 and 10 survive the expiry or termination of these Terms.

**9.0 HELP DESK AND KNOWLEDGE BASE**

9.1.         Helpdesk Support is provided as part of the fees payable by the Customer for the Service as specified in the pricing information. Telephone support is available for specified users and is intended to address user problems or provide help to carry out a new function or feature. It is not intended as a replacement for training.

It is a fair expectation that prior to seeking support users will have made reasonable efforts to discover for themselves the necessary information, including but not limited to reading the appropriate section of manuals or on-line help and trying relevant menu or toolbar options.

All users of the software can access Helpdesk and the Help Centre support resources via the support tab in the software or at http://support.logiqc.com.au   or <https://knowledgebase.logiqc.com.au/>

The nominated Customer contact and the CEO of the Customer organisation can phone the Helpdesk directly for support without submitting a support ticket.

In addition to seeking Helpdesk Support users should consult the Help Centre support resources available at <http://support.logiqc.com.au> or <https://knowledgebase.logiqc.com.au/> Logiqc Pty Ltd may refer callers to the Help Centre to relevant sections of this website if the query is satisfactorily addressed by information already posted.

Logiqc Pty Ltd shall provide support during the hours 8.00 am to 5.00 pm AEST from Monday to Friday inclusive, on normal Queensland business days.

Logiqc Pty Ltd shall prioritise problems according to the following criteria:

* CRITICAL: Website is unavailable to all customers or the website is unavailable to a customer with urgent requirements to access the site immediately
* HIGH: An issue affecting > 90% of customers
* MEDIUM: An issue affecting 30% to 90% of customers
* LOW: An issue affecting < 30% of users

The majority of support requests are responded to within five Helpdesk operating hours of receipt. Problems reported, where they cannot be resolved in the initial contact, shall be resourced and acted upon in accordance with these priority classifications, in relation to all of the problems under action at that time.

While Logiqc Pty Ltd will make best endeavours, Helpdesk Support does not extend to providing advice or help in respect to issues arising from PC’s, networks, operating systems, or non-Provider software applications.

9.2. Service availability: Whilst Logiqc Pty Ltd intends that the Services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance or other development activity to take place.

9.3. If for any reason Logiqc Pty Ltd has to interrupt the Services for longer periods than Logiqc Pty Ltd would normally expect, Logiqc Pty Ltd will use reasonable endeavours to email the Customer contact.

**10.0 GENERAL**

10.1.      Entire agreement: These Terms, together with the Logiqc Pty Ltd Privacy Policy and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and Logiqc Pty Ltd relating to the Services and the other matters dealt with in these Terms.

10.2.      Waiver: If either party waives any breach of these Terms, this will not constitute a waiver of any other breach. No waiver will be effective unless made in writing.

10.3.      Delays: To the maximum extent permitted by law, and without limiting any other provision of these Terms, neither party is liable for any delay in performing any of its obligations under these Terms where such delay is caused by circumstances beyond its reasonable control, and the other party shall grant a reasonable extension of time for the performance of such obligations.. This clause does not apply to any obligation to pay money.

10.4.      No Assignment: You may not assign or transfer any rights to any other person without Logiqc Pty Ltd.’s prior written consent. Such consent not be unreasonably withheld. Logiqc Pty Ltd may assign, transfer or sub-contract any of its rights or obligations under these Terms at any time without notice to you.

10.5.      This Agreement will be governed solely by the laws of the State of Queensland and the Commonwealth of Australia, without reference to such State’s principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the relevant federal and state courts.

10.6.      Severability: If any part or provision of these Terms is invalid, unenforceable or in conflict with the law, that part or provision is replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision. The remainder of this Agreement will be binding on the parties.

10.7.      Notices: Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices to Logiqc Pty Ltd must be sent to info@logiqc.com.au or to any other email address notified by email to You by Logiqc Pty Ltd. Notices to You will be sent to the email address which You provided when setting up Your access to the Service.

10.8.      Rights of Third Parties: Other than in respect of the indemnity in clause 7.5 (which shall also apply to Invited Users), a person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms. You indemnify Logiqc Pty Ltd in respect of any Claim by Your Invited Users against Logiqc Pty Ltd.

10.9.      A reference to legislation or to a provision of legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.

10.10     From time to time a reference to your company and or company logo may appear in our marketing material reflecting that you are users of the platform. Any reference made to your company will not be framed as an endorsement or testimonial without specific and negotiated approval by you. Should you wish to prevent such a reference being made you can revoke this right by advising us at info@logiqc.com.au

10.11.    Your use of this site is subject to the rules set out in Schedule 1 below.

**SCHEDULE 1**

(Prohibited Conduct)

YOU MUST NOT:

* use any device, routine or software that interferes, or attempt to interfere, with the proper working of the Website;
* engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
* use the Website to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
* use the Website to violate any applicable local, state, national or international law, to engage in any misleading or deceptive online marketing practices or for any fraudulent or malicious purposes;
* use any spider, robot or search/retrieval application or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of the website;
* use the website by any automated means;
* use the website to transmit junk mail, spam or chain letters or pyramid schemes or engage in other flooding techniques or mass distribution of unsolicited email;
* access, retrieve or index any portion of the website for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
* interfere with the display of any advertisements appearing on or in connection with the website;
* reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on the website;
* reproduce, duplicate, copy or store any of the material appearing on the website other than for your own personal and non-commercial use;
* falsely imply that any other website is associated with the website;
* do anything that leads, or may lead, to a decrease in the value of Logiqc Pty Ltd 's intellectual property rights in the website;
* use or exploit any of the material appearing on the website for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with the website;
* release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to Logiqc Pty Ltd without the prior written consent of Logiqc Pty Ltd; or
* use the website to transmit any information or material that is, or may reasonably be considered to be:
  + abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
  + libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
  + infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
  + in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
  + in breach of any person’s privacy or publicity rights;
  + a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
  + in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
  + containing any political campaigning material, advertisements or solicitations; or
  + likely to bring Logiqc Pty Ltd or any of its staff into disrepute.