

1. TERM AND ACCEPTANCE

- 1.1 This Agreement shall commence on the Effective Date and remain in full force and effect until the expiry or termination of this Agreement in accordance with the Terms.
- 1.2 By placing an order for Equipment with the Supplier, it signifies that you have read, understood and agree to be bound by these Terms.

2. FEES

- 2.1 The Customer specified in the Registration Form will pay the weekly Purchase Price specified and agreed with the Supplier.
- 2.2 The Supplier reserves the right to modify the Purchase Price:
 - (a) Immediately to account for any changes we pay to any of our suppliers;
 - (b) in any other case upon thirty (30) days written notice to the Customer.
- 2.3 The Purchase Price becomes payable from the date of delivery of the Equipment to the Customer.
- 2.4 In addition to the Purchase Price, the Customer also agrees to pay:
 - (a) repayments for Equipment purchased under the Rent-to-Buy option (described below);
 - (b) other charges specified in in accordance with this Agreement, including but not limited to charges for optional services (if any);
 - (c) loss of, damage to, or costs of repair to the Equipment arising from the Customer's acts or omissions;
 - (d) loss of use, diminution of the Equipment value caused by Customer's acts or omissions;
 - (e) all fines, penalties, court costs and other expenses incurred by the Supplier arising from the Customer's acts or omissions;
 - (f) all expenses the Supplier incurs due to Customer's failure to return the Equipment including but not limited to:
 - (i) costs in locating and recovering the Equipment, and
 - (ii) all costs incurred to collect unpaid monies due; and
 - (iii) any applicable taxes.

3. AI-PAY

- 3.1 The Customer agrees and acknowledges that when third party individuals use the end to end Ai-Pay payment software to make payment for any goods or services, the Supplier will consolidate the total funds for the Customer and transfer the remaining funds to the Customer's elected bank account the next Business Day minus any Ai-Pay Fees and/or debts that are due and payable.
- 3.2 The Supplier agrees to transfer the funds referred to in clause 3.1 in its account the next Business Day. In the event the funds have not cleared in the Supplier's bank account on the next Business Day, the Supplier will transfer the funds as soon as they clear.
- 3.3 The Customer agrees that in the event the Supplier incurs any chargeback or fees relating to any third party transactions using the Ai-Pay payment software, the Supplier shall on-charge them to the Customer the Customer will be liable for such payments, including any payable Ai-Pay Refund Fees.

4. \$499 DEAL

- 4.1 If the Customer elects to sign up for the \$499 Deal, they acknowledged and agree that the deal is for a minimum term

of two (2) years, or 104 payments at a minimum of \$60 per week.

- 4.2 If the Customer wishes to terminate the \$499 Deal before the two (2) year term has expired, they will remain liable for any outstanding debts that would have been due and payable during the term.

5. EQUIPMENT

- 5.1 For each item of Equipment, the Customer may elect to:
 - (a) purchase the Equipment outright by paying the Purchase Price at the commencement of the Agreement;
 - (b) rent the Equipment during the Term by the payment of a recurring rental payment as part of the Purchase Price, with an obligation to return the Equipment in accordance with the Terms of this Agreement at the end of the Term; or
 - (c) rent the Equipment during the Term by the payment of a recurring rental payment as part of the Purchase Price, with ownership of that Equipment transferring from the Supplier to the Customer at the end of the Term subject to the Customer making payment of all debts due and payable to the Supplier.
- 5.2 The Customer must make an election from the above 5.1(a)-(c) for each item of Equipment on the relevant Registration Form.

6. SOFTWARE

- 6.1 The Supplier grants the Customer a non-exclusive, non-transferable licence to use the Ai-Menu Software for the Term of this Agreement. The Software must be used on the Equipment provided by the Supplier. The Software Licence will terminate at the end of the Term.
 - 6.2 The Customer acknowledges and agrees that all title and interest in the Software (including any modifications, customizations, configurations and derivative works) and all supplied Software Documentation is the exclusive property of the Supplier. The Software Licence does not grant you any ownership rights in the Software and/or Software Documentation. Nothing in this Agreement affects the ownership of moral rights in the Software and/or the Software Documentation.
 - 6.3 Without seeking to exclude or limit the application of sections 47B(3), 47C, 47D, 47E or 47F of the Copyright Act in any way, the Customer must not copy the Software, in whole or in part. The Customer must maintain records of all copies or installations of the Software made by it or made on its behalf and the place at which those copies or installations are located. If requested by the Supplier, such records must be provided to the Supplier. The Customer must notify the Supplier immediately on becoming aware of any unauthorised use, copy or installation of the whole or any part of the Software.
 - 6.4 Immediately upon expiry of the Term, the Customer must, at the Supplier's option, deliver up to the Supplier or destroy the Software (including all copies, authorised or otherwise), and the Software Documentation, whether in their original form or otherwise.
 - 6.5 The Customer must not copy the Software Documentation except where it is absolutely necessary to enable the proper use of the Software in the manner reasonably contemplated by the parties.
- ## 7. UPGRADES AND MODIFICATIONS
- 7.1 The Supplier may, in its absolute discretion, provide upgrades to the Software from time to time.
 - 7.2 If the Customer requires any modification of the Software, such proposed modifications must, unless the Supplier directs otherwise, only be made in accordance with a written proposal submitted by the Customer to the Supplier and first approved by the Supplier. The Customer must fully indemnify and hold harmless the Supplier against any

liability incurred if any such modifications infringe the intellectual property rights of a third person. All intellectual property rights in the Software as modified will automatically vest in the Supplier.

- 7.3 The Supplier will make every effort to ensure that the Customers menu is set up according to instructions, however the Customer acknowledges that the Supplier does not guarantee that menu set up service will be exactly as the Customer would desire but rather that it will be set up to a reasonable standard.

8. REPRODUCTIONS AND REVERSE ENGINEERING

- 8.1 Except as expressly permitted by sections 47B(3), 47C, 47D, 47E or 47F of the Copyright Act, the Customer must not reproduce, reverse assemble or reverse compile the Software or any part of the Software.

9. INSTALLATION.

- 9.1 The Supplier will provide to the Customer any services or support required in respect of the configuration of the Equipment. Any modifications to the Software (including configuration) after the Installation Date are the sole responsibility of the Customer. The Customer may request that the Supplier attend the Customer's premises for the purpose of implementing changes to the Software configuration. Any such work performed by the Supplier will be billed at the Supplier's then prevailing call out rate, and any travel time will be billed at the rate of \$50.00 per hour (ex GST).

10. TECHNICAL SUPPORT

- 10.1 During the Term of this Agreement, if requested by the Customer, the Supplier will provide the Technical Support in relation to the Software and Equipment. The Supplier will provide Technical Support in a manner it deems most appropriate. If the Customer requires a physical callout, the Customer will endeavour to provide a technician to Customer's registered address within a reasonable time period and will incur a call out rate of \$100.00 / hour (ex GST) with an additional hourly charge rate of \$50.00 per travel hour (ex GST).

11. RISK AND TITLE

- 11.1 The risk of loss or damage to the Software, Software Documentation, and/or Equipment, passes to the Customer upon delivery to the Customer.
- 11.2 Title in Purchased Equipment passes from the Supplier to the Customer once the Supplier has received the full Purchase Price for that Equipment.
- 11.3 Title in Rent-to-Buy Equipment passes from the Supplier to the Customer once the Supplier has received all required payments for the Purchase Price payable for the Term.
- 11.4 Title in Rental Equipment remains with the Supplier.

12. LOCATION OF RENTED EQUIPMENT

- 12.1 During the Term, the Customer must ensure that any Rented Equipment is kept at the Customer's business address as specified in the attached Registration Form.

13. CARE OF RENTED EQUIPMENT

- 13.1 All Rented Equipment must be used in a careful and proper manner and in strict accordance with the instructions or manuals provided by the Supplier. Maintenance of the Equipment is the sole responsibility of the Customer.

14. REPAIR AND ALTERATIONS

- 14.1 The costs of all repairs made to Rented Equipment and Purchased Equipment still under warranty during the Term shall be paid by Customer, including but not limited to labour, material, parts and other items.
- 14.2 The Customer must ensure that no Rented Equipment or Purchased Equipment still under warranty is serviced or repaired, or parts and/or accessories replaced, without the Supplier's prior written consent.
- 14.3 In the event of a warranty claim subject to clause 16, the

Customer must communicate the issue in writing. The Supplier will endeavour to investigate the issue and repair/replace the hardware in question within five working days. The Purchase Price payable does not change if and when Equipment is being replaced.

15. RETENTION OF TITLE AND PPSR

- 15.1 Items and property pertaining to the Equipment supplied will remain the Supplier's property and will not pass on to the Customer until payment of the money owing for the Equipment and any other money owing by the Customer to the Supplier has been fully paid.
- 15.2 The Customer shall, at the Supplier's request, assist in taking any measures necessary to protect the Supplier's title in the Equipment supplied.
- 15.3 The Customer shall immediately notify the Supplier in the event the Equipment is levied, has a lien attached or is threatened with seizure.
- 15.4 Until the Equipment have been paid for in full:
- (a) the Customer has possession of the Equipment as bailee only;
 - (b) the Customer must properly store, protect and insure the Equipment, including storing them in a manner that shows clearly they are the Supplier's property; and
 - (c) the Customer may sell or consume the Equipment, in the ordinary course of business, but only as the Supplier's fiduciary agent.
- 15.5 The Customer has no authority to bind the Supplier to any liability by contract or otherwise and must not purport to do so.
- 15.6 The Customer must, if requested by the Supplier, deliver the Equipment to the Supplier, failing which, the Supplier is irrevocably authorised to enter the place where the Equipment is being stored and repossess the Equipment, if the Customer:
- (a) fails to pay a due amount following demand by the Supplier;
 - (b) commits an act of bankruptcy;
 - (c) a receiver is appointed;
 - (d) goes into liquidation, administration or some other form of insolvency administration;
 - (e) ceases to carry on business; or
 - (f) enter into a scheme or compromise with its creditors.
- 15.7 The Supplier's property in the Equipment is not affected if the Equipment becomes a fixture attached to the Customer or a third party's premises.
- 15.8 The Supplier may commence legal action against the Customer if the Equipment is not paid for, although property in the Equipment has not passed to the Customer.
- 15.9 The Customer irrevocably agrees and consents to the Supplier registering its interest in the Equipment on the PPSA Register pursuant to the provisions of the PPSA.

16. INSURANCE

- 16.1 Customer must carry insurance satisfactory to Supplier equal to the value of the Equipment to ensure its full replacement, unless agreed otherwise in writing by Supplier.

17. RESTRICTIONS ON USE

- 17.1 Customer shall not:
- (a) permit the Equipment to be used by any person who is not authorized to use such Equipment;
 - (b) operate or use the Equipment or permit it to be operated or used in violation of law;
 - (c) operate or use the Equipment or permit it to be operated or used to commit a violation of law; and/or
 - (d) operate, use, maintain or store the Equipment in a manner likely to cause damage to the Equipment.

18. LOSS OR DAMAGE

- 18.1 Customer shall alert Supplier to any damage to the Equipment. The Customer shall be responsible for any loss or damage to Equipment and loss of use, diminution of the

Equipment's value caused by damage to it or repair to it and missing equipment.

19. LIMITED WARRANTY

19.1 Equipment: Subject to this clause 19, the Supplier warrants that:

- (a) the Equipment will conform to the description set out in the Registration Form; and
- (b) the Equipment will be free from defects for a period of 12 months from the date of delivery.

19.2 The Warranties do not extend to general wear and tear or inadvertent damage to the Equipment, including but not limited to, water damage, salt water damage, ocean spray damage, tablet case wear or breakage, tablet screen cracking or scratching, tablet charging port breakage.

19.3 The Warranties are return-to-base warranties, meaning the Equipment must be delivered prepaid by the Customer to the Supplier's nominated repair centre.

19.4 Software:

- (a) Subject to clauses 17.4(b) and 17.4(c), the Supplier warrants that the Software will conform to the description set out in the Registration Form.
- (b) The Supplier does not warrant any third-party software and accepts no liability for any failure of such Software even if the Supplier supplied such software to the Customer.
- (c) The Supplier does not warrant or otherwise represent that the Software and/or will be fit for the purpose for which the Customer requires the Software.

19.5 Conditions: The Warranties are subject to the following conditions:

- (a) the Customer must have fully complied with its obligations under this Agreement;
- (b) the Customer must install and operate the Equipment in accordance with the directions provided by the Supplier;
- (c) the Warranty is void if the Customer operates the Equipment in conjunction with any other equipment, materials or software not supplied or otherwise approved by the Supplier.

19.6 Exclusions: For the avoidance of doubt:

- (a) the Supplier does not warrant that the results obtained from the Customer's use of Software and/or Equipment will be in accordance with the Customer's expectations;
- (b) the Supplier does not warrant against general wear and tear.

19.7 Non-Excludable Warranties: If any guarantee, warranty, term or condition is implied or imposed in relation to the Agreement under any applicable legislation and cannot be excluded, and Supplier is able to limit your remedy for a breach of the Non-Excludable Warranty, then our liability for breach of the Non-Excludable Warranty is limited (at Supplier's option) to:

- (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- (b) in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.

20. RETURN OF EQUIPMENT

20.1 The Customer shall return Equipment upon termination of the Term in the same condition as Customer received it, except for normal wear and tear. The Customer shall return the Equipment to the return location agreed between the parties. If Equipment is not returned at the end of the Term, the Supplier reserves the right to take any action necessary to regain possession of the Equipment.

21. TERMINATION

21.1 The Customer may request termination of the Term from the Customer at any time. The Supplier reserves the right to terminate this Agreement at any time. Upon termination notice, Customer must return the equipment and software within five (5) Business Days.

22. LIABILITY AND INDEMNIFICATION

22.1 The Customer shall indemnify, defend and hold harmless the Supplier from and against any claim, demand, cause of action, loss or liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Customer's use of the Equipment and/or the Software by any cause, except to the extent caused by Supplier's gross negligence or wilful misconduct.

22.2 In no event shall the Supplier be liable for any indirect, special or consequential loss or damages arising from the customer's use of the Equipment and/or Software, including but not limited to, loss of profits and loss of revenue, even if informed of the possibility of such damages.

22.3 The Customer must indemnify the Supplier on a full indemnity basis (including legal costs and outlays) against any loss, damage or injury from any cause to property (including intellectual property) or persons caused, or contributed to by, any act or omission of the Customer (whether negligent or otherwise), and/or any personal injury or death sustained by any person by the act or omission of the Customer.

22.4 The provisions in this clause shall survive the termination of this Agreement.

23. DIRECT DEBIT

23.1 This clause sets out the terms on which you have authorised us, Ai-Menu, to arrange for payment of amounts that become payable on your account to be made by deductions from your bank account at, or (subject to our approval) by charging your credit card with your financial institution. Please note that direct debiting of your credit card will attract a 2.5% surcharge. Direct debiting through the Bulk Electronic Clearing System may not be available on all bank accounts. Before you complete the Direct Debit Request, ensure your bank account details are correct.

23.2 Your Direct Debit Request authorises us to arrange for payment of the amounts due to Ai-Menu under this Agreement, at the due date of your bill(s) or another date as agreed between us. This authorisation also enables any changes in those amounts and payment times, to occur automatically – you will not need to complete a new form. Any new Equipment or other services added to your Ai-Menu account will be subject to the existing Direct Debit Request arrangements.

23.3 Invoicing will be done on a weekly basis each Thursday. Any new Equipment or other services that were provisioned during the previous period will be charged from the date of delivery of the Equipment to you, or the date on which we commence performance of the other services. You will receive your tax invoice receipt via email, as soon as possible after the debit is processed. The total value on the invoice will be the amount processed in the Direct Debit transaction.

23.4 If you cancel, vary, defer or suspend your direct debit arrangements, or stop or suspend an individual debit from taking place under it, you must arrange with Ai-Menu a suitable alternative payment method for all outstanding fees due, and ongoing contractual obligations.

23.5 You acknowledge that there may be a delay in processing your direct debit where:

- (a) a due date for a debit falls on a weekend or a holiday;
- (b) a payment request is received after the designated cut off time nominated by our payment gateway provider

then the debit will be processed on the next Business Day.

- 23.6 You must ensure you have sufficient clear funds available in the nominated bank account (if you are paying by direct debit from your bank account) or that you have sufficient credit available on your nominated credit card (if you are paying by credit card) until the direct debit has been processed.
- 23.7 If a debit from your nominated bank account or a charge to your nominated credit card is unsuccessful we will attempt to debit again on the next scheduled invoicing date. A Dishonour Fee will be included in the next scheduled payment.
- 23.8 You must notify Ai-Menu if the nominated bank account is transferred or closed.
- 23.9 If you are paying by direct debit from a bank account, please ensure that your financial institution allows direct debits on your nominated account.
- 23.10 If any bank fees are incurred by Ai-Menu from a dishonoured direct debit, these fees may be passed on to you.
- 23.11 Upon cancellation of your contract with Ai-Menu, all Direct Debit Requests will also be deemed cancelled.
- 23.12 Where you consider that a debit has been initiated incorrectly, you can contact our accounts department on 1300 246 368 or send an email with details of your dispute to accounts@ai-menu.com.
- 23.13 Ai-Menu employs the policy of treating all records and account details relating to this Direct Debit Request as confidential. We will keep information about your bank account confidential, except to the extent necessary to administer your direct debit arrangements. If a claim is made on our financial institution in relation to an alleged incorrect or wrongful debit, we may be required to disclose this information to our financial institution.

24. WAIVER

- 24.1 No failure or delay of the Supplier to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches. The Supplier's acceptance of payment with knowledge of a default by Customer shall not constitute a waiver of any breach.

25. SEVERABILITY

- 25.1 In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

26. ENTIRE AGREEMENT

- 26.1 This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by both parties.

27. ASSIGNMENT

- 27.1 The Customer may not, without the prior written consent of the Supplier, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void. The Supplier may assign this Agreement on written notice to the Customer.

28. GOVERNING LAW AND JURISDICTION

- 28.1 This Agreement will be governed by the laws of Queensland, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Queensland and the Commonwealth of Australia.

29. HEADINGS

- 29.1 Paragraph headings used in this Agreement are for reference only and shall not be used or relied upon in the interpretation of this Agreement.

30. COUNTERPARTS

- 30.1 This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. The Customer acknowledges receipt of a copy of this Agreement and acknowledges having read and understood the foregoing, as signed overleaf.

31. The Supplier reserves the right to review and change any of the Terms by updating this page at its sole discretion. When the Supplier updates the Terms, it will use reasonable endeavours to provide you with notice of updates to their Terms. Any changes to the Terms take immediate effect from the date of their publication.

32. DEFINITIONS

Ai-Pay Fees means 1.5% + \$0.30 transaction fee for every individual National card and 2.9% + \$0.30 transaction fee for every individual International card.

Ai-Pay Refund Fee means the \$0.03 transaction charge, charged by the Supplier to the Customer for any refund.

BECS means Bulk Electronic Clearing System.

Business Day means any day excluding Saturday, Sunday a public holiday in Queensland and/or a Commonwealth public holiday.

Customer means the customer specified in the Registration Form.

Claim means any demand, action or proceeding arising under these Terms.

Direct Debit Request means an approved request for the Supplier to arrange payment of any amounts that become payable on the Customers account.

Dishonour Fee means the fee of \$15AUD payable by the Customer in the event that a direct debit payment is unsuccessful due to insufficient funds in the nominated account.

Effective Date means the date listed on the Customer Registration Form.

Equipment means the Hardware and Software listed on the Customer Registration Form.

Instillation Date means the date in which the Equipment is installed for the Customer.

Non-Excludable Warranty means any guarantee, warranty, term or condition implied or imposed in relation to this Agreement or any applicable legislation that cannot be excluded.

Parties is a reference to both the Supplier and the Customer as parties to this Agreement.

Purchase Price means the total Purchase Price payable for the Equipment and Software under this Agreement.

Purchased Equipment means equipment purchased outright by paying the purchase price at the commencement of the agreement.

Registration Form means the attached Registration Form.

Rental Equipment means equipment that is rented during the term of the agreement, by the payment of a recurring rental payment as part of the Purchase Price, with an obligation to return the equipment at the end of the term.

Rent-to-Buy Equipment means equipment rented during the term by the payment of a recurring rental payment as part of the Purchase Price with ownership in the Equipment transferring from the supplier to the customer at the end of the Term.

Rented Equipment means both Rental Equipment and

Rent-to-Buy Equipment.

Software means the means both individual and online software, including the following:

- a. Ai-Server: charged at \$10 ex GST per week.
- b. Ai-Connect: charged at \$10 ex GST per week/ per terminal.
- c. Ai-Stock: charged at \$10 ex GST per week/ per terminal.
- d. Ai-POS: charged at \$10 ex GST per week/ per terminal.
- e. Ai-Menu: charged at \$3.85 ex GST per week/ per tablet;
- f. Ai-Bump: charged at \$7 ex GST per week/ per terminal;
- g. Ai-Dine (QR code ordering): charged at 3% commission on orders; or
- h. Ai-Online (Website takeaway): charged at 5% commission on orders; or
- i. Ai-Booking: charged at \$25 ex GST per week.

Software Documentation means any of the Supplier's Software Document provided to the Customer under this Agreement.

Software Licence means the non-exclusive, non-transferable licence the Supplier is granting to the Customer.

Supplier means Ai Menu Systems Pty Ltd.

\$499 Deal means the minimum two (2) year deal, or 104 payments, with a minimum payment requirement of \$60 per week.

Term means the term of this Agreement commencing on the Effective Date until the expiry or termination of the Agreement.

Terms means the terms and conditions in this Agreement.

Warranties means the warranties contained in Clause 19.