

SERVICE AGREEMENT

TERMS AND CONDITIONS

1. Invst Pty Ltd agrees to supply its application ABS Advanced Broker System to the Customer. Customer agrees to pay Invst Pty Ltd for use of ABS Advanced Broker System.
2. Invst Pty Ltd grants to the Customer remote access to Invst Pty Ltd's shared web application ABS Advanced Broker system via in-bound Internet connectivity, providing access to Customer's data and various hosted software applications provided by Invst Pty Ltd or under license purchased by the Customer. Software applications made available to Customer are detailed in the Pricing Options section of the ABS Advanced Broker System.

3. TERM, RENEWAL, AND TERMINATION

3.1 The Effective Date of this Agreement shall be the first day in which Customers create an account and the shared web application ABS is activated and made available for usage by Invst Pty Ltd, and shall continue in full force and effect for an initial Term of twelve (12) months from the Effective Date. Customer may terminate service at any time by not renewing their monthly subscription.
3.2 This Agreement shall be automatically renewed for twelve (12) months, unless terminated by either party, by not renewing their monthly subscription prior to the expiration of the initial Term or any successive Term.

Termination : This can also occur because of a breach on any of the conditions of Acceptable use or non-payment of dues. Breach of the following will be considered as a reason for termination: Spamming, Intellectual Property Violations, Obscene Speech or materials, Defamation or abusive language, forging or headers and any other illegal activity.

3.3 Upon termination of Services by a Customer or by Invst Pty Ltd, all Customer data will be deleted from active file systems and any archived data will be overwritten or purged through normal backup cycles. Invst Pty Ltd may be able to recover data from terminated accounts if such data restoration is requested within 10 days of Service termination. Time and materials charges apply to any search for or restoration of data from terminated Service accounts, and any such request for data search or recovery will be accepted only from the previously authorized account holder for the Customer account. **ABS provides the Customer access to his data download at anytime while still within the Customers monthly subscription period.**

4. CHARGES/PAYMENTS

4.1 No Installation fees apply, unless the customer places a special order for a complete or a part of the ABS system customised for their own use. If applicable, this fee will become payable upon submission of an Order. Monthly subscription fees are payable in advance. Charges will be advertised on the ABS page ' Pricing' and from time to time may be revised. Currently the price to use the ABS system is between \$0.00 to \$49.50 per month. ABS reserved the right to change this at anytime with reasonable notice to the user.

4.2 **DISPUTE RESOLUTION** – in all circumstances where a breach is deemed to have occurred the final decision will rest with the Director/s of Invst Pty Ltd, who will make the final decision. This decision will become binding upon the Customer.

4.3 All charges are inclusive of GST. The receipt provided by the online payment system is the invoice.

4.4 Any new software program or services, other than those contracted for by the Customer on the Effective Date of this Agreement, may be obtained by the Customer at the current price. Charges set forth in the Order may be modified by Invst Pty Ltd upon posting of changed pricing via the Pricing Option section on the ABS system and becoming effective on the next monthly billing.

4.5 Invst Pty Ltd reserves the right to suspend or terminate Services to Customer for lack of timely payments for subscriptions or services due.

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5. AVAILABILITY/INTERRUPTION

5.1 ABS is available to your equipment when it is within the operating parameters of our network and when connectivity is available through established telecommunication providers. Service is subject to interruption when telecommunication service is subject to transmission limitation and/or interruptions including access to the public Internet. ABS service availability is also linked to its hosting provider, Customers are advised to check directly the hosting providers service guarantee by going to www.ilsys.com.au ABS is further bound by the Privacy Policy, Acceptable user policy and the Terms and Conditions of the Hosting provider.

6. CUSTOMER SUPPORT

Subscriber support services will be available via telephone at 03 9791 5519 during the regular business hours of Monday - Friday, 0.30am-5:00pm. Email support response is available within 24hours, submit messages to support@total.com.au

7. AUTHORIZED USAGE

7.1 The Customer acknowledges that it has been advised by Invst Pty Ltd that any software, related documentation, or service delivery methods deployed or developed by Invst Pty Ltd contain valuable trade secrets or proprietary information and products. The Customer agrees to preserve the confidential nature of the software by retaining and using the software in trust and confidence, solely for its own internal use and not permitting the use of the software or disclosure of information relating to the software to unauthorized persons.

7.2 We reserve the right to interrupt or restrict service without notice to you if we suspect fraudulent or abusive activity. Customer agrees to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe within reason. Failure to cooperate will result in your liability for all fraudulent usage.

7.3 We reserve the right to intercept and disclose any sessions being served by our facilities in order to protect our rights or property.

8. CONFIDENTIALITY AND PROPRIETARY NATURE OF DATA

8.1 It is agreed that all information furnished to or utilized by the parties shall be regarded as confidential. Such items shall remain the sole property of the original owner and shall be held in confidence and safekeeping by both parties. Both Invst Pty Ltd and the Customer further agree to exercise good business judgment and discretion in the disclosure of such information to any person and will take appropriate precautions to limit use or disclosure to those personnel in its organization who are directly concerned with performance of this Agreement.

8.2 **SHARING OF INFORMATION** As a condition of usage, the Customer agrees that ABS has the right to share their details, i.e. mobile numbers, email address, street address, land line numbers or any other data that ABS needs to share as a part of this system. This information is only shared for the purpose of marketing and dissemination of information within the ABS system. No information will be shared outside of the ABS system.

8.3 The specified "individual" and "company" for any subscription Order acknowledge that they are authorized to financially commit the subscribing organization to these services. Further, the specified "individual" and "company" for any subscription Order becomes the "owner" of any data in the file system managed by that entity. Invst Pty Ltd has no ability to provide access to parties other than those assigned by the "individual" of the "company". The "individual" is the sole owner and authority governing data sets and user access rights provided. Invst Pty Ltd cannot provide access to or copies of any data sets other than as communicated in writing by the designated "individual" for the "company".

8.4 While Invst Pty Ltd's Service uses encryption technology, and the law generally prohibits third parties from monitoring transmission, we cannot guarantee security with respect to the connection to the Service.

9. NO WARRANTIES

9.1 WE MAKE NO EXPRESS WARRANTY REGARDING THE SERVICE OR THE EQUIPMENT AND DISCLAIM ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. WE ARE NOT THE MANUFACTURER OF THE EQUIPMENT AND ANY STATEMENT REGARDING IT SHOULD NOT BE INTERPRETED AS A WARRANTY. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

10. LIMITATION ON LIABILITY

10.1 IN NO EVENT WILL Invst Pty Ltd BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND DAMAGES FOR LOST DATA OR PROFITS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR LICENSED PROGRAM(S), EVEN IF Invst Pty Ltd HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. CUSTOMER RESPONSIBILITIES

11.1 Customer shall obtain and maintain, at its sole expense, equipment and appropriate telecommunication service adaptable to, compatible with, and suitable for communication with Invst Pty Ltd's ABS Advanced Broker System.

11.2 Customer agrees to be responsible for the accuracy and adequacy of the data which it furnishes or transmits to the ABS system for processing or storage. Reasonable precautions have been taken by Invst Pty Ltd to prevent the loss, alteration or improper access to the Customer's data, but Invst Pty Ltd does not guarantee the accuracy or security of the same.

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12. GENERAL

12.1 Invst Pty Ltd retains the right to subcontract without Customer's consent the Services contracted for in this Agreement to third parties; however, no subcontract will relieve Invst Pty Ltd of its obligations hereunder. Except as provided in the preceding sentence, neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains.

12.2 This Agreement is the entire Agreement between parties and it supersedes all prior agreements and understandings between the parties concerning the subject matter herein. It may be modified only by a written agreement signed by duly authorized persons for each party.

12.3 This Agreement shall be governed by the laws of the State of Victoria, and exclusive jurisdiction for any legal proceeding regarding this Agreement shall be in the State of Victoria.

12.4 Either party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default is incapable of cure or which, being capable of cure, has not been cured within seven (7) days after receipt of notice of such default.

12.5 Any invalidating, in whole or in part, of any provision of this Agreement shall not affect the validity of any of its provisions.

12.6 No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the parties.

Software License Transfer Agreement

Invst Pty Ltd agrees to supply its application ABS Advanced Broker System to the Customer. Customer agrees to discontinue use of applicable software except as it relates to access and use only as provided by Invst Pty Ltd under the terms of the Services Level Agreement.

YOU AGREE

By submission of any application for access to the ABS Advanced Broker System via the www.total.com.au Website or directly to Invst Pty Ltd, you agree that you are an authorized representative for your organization and wish to execute an Services Agreement with Invst Pty Ltd according to the terms and conditions as stated above.

Acceptable use

One important aspect of the ABS system's is its openness and value, but it also places a high premium on the judgment and responsibility of those who use the The ABS system, both in the information they acquire and in the information they disseminate to others. When subscribers obtain information through the The ABS system, they must keep in mind that ABS Advanced Broker System (Invst Pty Ltd) cannot monitor, verify, warrant, or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the The ABS system. Because ABS Advanced Broker System (Invst Pty Ltd) cannot monitor or censor the The ABS system, and will not attempt to do so, ABS Advanced Broker System (Invst Pty Ltd) cannot accept any responsibility for injury to its subscribers that results from inaccurate, unsuitable, offensive, or illegal communications.

When subscribers disseminate information through the The ABS system, they also must keep in mind that ABS Advanced Broker System (Invst Pty Ltd) does not review, edit, censor, or take responsibility for any information its subscribers may create. When users place information on the The ABS system, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over ABS Advanced Broker System (Invst Pty Ltd)'s network and may reach a large number of people, subscribers' postings to the The ABS system may affect other subscribers and may harm ABS Advanced Broker System (Invst Pty Ltd)'s goodwill, business reputation, and operations. For these reasons, subscribers violate ABS Advanced Broker System (Invst Pty Ltd) policy and the service agreement when they, their customers, affiliates, or subsidiaries engage in the following prohibited activities:

Spamming

Sending unsolicited bulk and/or commercial messages over the The ABS system (known as "spamming"). It is not only harmful because of its negative impact on consumer attitudes toward ABS, but also because it can overload ABS Advanced Broker System (Invst Pty Ltd)'s network and disrupt service to ABS Advanced Broker System (Invst Pty Ltd) subscribers. When a complaint is received, ABS Advanced Broker System (Invst Pty Ltd) has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

Intellectual Property Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by individuals, corporations, or other entities. Also, engaging in activity that violates privacy, publicity, or other personal rights of others. ABS Advanced Broker System (Invst Pty Ltd) is required by law to remove or block access to customer content upon receipt of a proper notice of copyright infringement. It is also ABS Advanced Broker System (Invst Pty Ltd)'s policy to terminate the privileges of customers who commit repeat violations of copyright laws.

Obscene Speech or Materials

Using ABS Advanced Broker System (Invst Pty Ltd)'s network to advertise, transmit, store, post, display, or otherwise make available child pornography or obscene speech or material. ABS Advanced Broker System (Invst Pty Ltd) is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through ABS Advanced Broker System (Invst Pty Ltd)'s network.

Defamatory or Abusive Language

Using ABS Advanced Broker System (Invst Pty Ltd)'s network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

Other Illegal Activities

Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

Other Activities

Engaging in activities, whether lawful or unlawful, that ABS Advanced Broker System (Invst Pty Ltd) determines to be harmful to its subscribers, operations, reputation, goodwill, or customer relations.

System and Network Resource Usage provided by IIsys

IIsys servers and networks are carefully maintained to provide optimum performance for serving web content on the The ABS system. Subscribers are expected to operate their accounts in such a manner that is not detrimental to system and network performance and stability

Summary

As we have pointed out, the responsibility for avoiding the harmful activities just described rests primarily with the subscriber. ABS Advanced Broker System (Invst Pty Ltd) will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with ABS Advanced Broker System (Invst Pty Ltd) policy or applicable law. When ABS Advanced Broker System (Invst Pty Ltd) becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down an ABS account, implementing screening software designed to block offending transmissions, denying access to the The ABS system, or take any other action it deems appropriate.

ABS Advanced Broker System (Invst Pty Ltd) also is concerned with the privacy of on-line communications. In general, the The ABS system is neither more nor less secure than other means of communication, including mail, facsimile, and voice telephone service, all of which can be intercepted and otherwise compromised. As a matter of prudence, however, ABS Advanced Broker System (Invst Pty Ltd) urges its subscribers to assume that all of their on-line communications are insecure. ABS Advanced Broker System (Invst Pty Ltd) cannot take any responsibility for the security of information transmitted using the ABS Advanced Broker System (Invst Pty Ltd)'s shared web application.

ABS Advanced Broker System (Invst Pty Ltd) will not intentionally monitor private electronic mail messages sent or received by its subscribers unless required to do so by law, governmental authority, or when public safety is at stake. ABS Advanced Broker System (Invst Pty Ltd) may, however, monitor its service electronically to determine that its facilities are operating satisfactorily. Also, ABS Advanced Broker System (Invst Pty Ltd) may disclose information, including but not limited to, information concerning a subscriber, a transmission made using our network, or a web site, in order to comply with a court order, subpoena, summons, discovery request, warrant, statute, regulation, or governmental request. ABS Advanced Broker System (Invst Pty Ltd) assumes no obligation to inform the subscriber that subscriber information has been provided and in some cases may be prohibited by law from giving such notice. Finally, ABS Advanced Broker System (Invst Pty Ltd) may disclose subscriber information or information transmitted over its network where necessary to protect ABS Advanced Broker System (Invst Pty Ltd) and others from harm, or where such disclosure is necessary to the proper operation of the system.

ABS Advanced Broker System (Invst Pty Ltd) expects that its subscribers who provide The ABS system services to others will comply fully with all applicable laws concerning the privacy of on-line communications. A subscriber's failure to comply with those laws will violate ABS Advanced Broker System (Invst Pty Ltd) policy. Finally, ABS Advanced Broker System (Invst Pty Ltd) wishes to emphasize that in signing the service agreement, subscribers indemnify ABS Advanced Broker System (Invst Pty Ltd) for any violation of the service agreement, law, or ABS Advanced Broker System (Invst Pty Ltd) policy, that results in loss to ABS Advanced Broker System (Invst Pty Ltd) or the bringing of any claim against ABS Advanced Broker System (Invst Pty Ltd) by any third-party. This means that if ABS Advanced Broker System (Invst Pty Ltd) is sued because of a subscriber's or customer of a subscriber's activity, the subscriber will pay any damages awarded against ABS (Invst Pty Ltd), plus costs and reasonable attorneys' fees.

We hope this AUP is helpful in clarifying the obligations of The ABS system users, including ABS Advanced Broker System (Invst Pty Ltd) and its subscribers, as responsible members of the The ABS system.

Privacy policy

In the course of serving our customers, ABS Advanced Broker System (Invst Pty Ltd) receives, stores and transmits data that may be private or sensitive.

Some of these data are provided to us by our customers in order that we may provide service. Examples of these data include your business name, telephone number and credit card information.

Other data are created and stored by ABS Advanced Broker System (Invst Pty Ltd) as we configure and maintain customers' service. Examples of these data include your choice of service and logs of your account activity.

ABS Advanced Broker System (Invst Pty Ltd) will protect the confidentiality of its customers' information, account information and personal communications in a manner consistent with Australian law and the legitimate interests of ABS Advanced Broker System (Invst Pty Ltd), its partners, its employees and its other customers.

ABS Advanced Broker System (Invst Pty Ltd) relies on its hosting company IIsys Web Hosting which has appropriate physical, electronic and managerial procedures in place to prevent the loss, misuse and alteration of data that are collected from customers.

ABS Advanced Broker System (Invst Pty Ltd) will not disclose its customers' personal and account data unless ABS Advanced Broker System (Invst Pty Ltd) has reason to believe that disclosing such information is necessary to identify, make contact with, or bring legal action against someone who may be causing harm or interfering with the rights or property of ABS Advanced Broker System (Invst Pty Ltd), ABS Advanced Broker System (Invst Pty Ltd)' customers, or others, or where ABS Advanced Broker System (Invst Pty Ltd) has a good faith belief that the law requires such disclosure.

ABS Advanced Broker System (Invst Pty Ltd) also will not, except for reasons stated below, disclose to third parties the contents of any electronic mail or other electronic communications that ABS Advanced Broker System (Invst Pty Ltd) stores or transmits for its customers. The circumstances under which ABS Advanced Broker System (Invst Pty Ltd) will disclose such electronic customer communications are when:

- it is necessary in order to provide service to the customer;
- it is necessary to protect the legitimate interests of ABS Advanced Broker System (Invst Pty Ltd) and its customers;
- it is required to cooperate with interception orders, warrants, or other legal process that ABS Advanced Broker System (Invst Pty Ltd) determines in its sole discretion to be valid and enforceable; and
- it is necessary to provide to a law enforcement agency when the contents are inadvertently obtained by ABS Advanced Broker System (Invst Pty Ltd) and appear to pertain to the commission of a crime.