

Customer Agreement

This Agreement sets out the agreement between AffinityOne Pty Ltd (“Myionu”) and the Customer, relating to the supply of the services. This agreement constitutes the entire agreement between Myionu and the Customer as at the date hereof relating to the supply of the services

Customer Details:

Company Name:	<input type="text"/>	Contact:	<input type="text"/>
Telephone:	<input type="text"/>	Email:	<input type="text"/>
Address	<input type="text"/>		
Suburb	<input type="text"/>	State	<input type="text"/>
		Post Code:	<input type="text"/>

Payment Options

Invoice Direct Debit

Note: a charge of \$5.00 per invoice is made for non Direct Debit Customers

Service Options

Quantity	<input type="text"/>	Plan	<input type="text"/>
Options			
Quantity	<input type="text"/>		<input type="text"/>
Quantity	<input type="text"/>		<input type="text"/>
Comments	<input type="text"/>		

Agreement

By signing this agreement the Customer and AffinityOne Pty Ltd (“Myionu”) are agreeing to be bound by the terms and conditions detailed in this agreement. The Customer confirms that the aforementioned details are correct at the date of signature of this agreement and shall run for a period of 24 months. Our tracking devices may not be used to violate the privacy rights of others, or in violation of state or federal law. AffinityOne Pty Ltd. or its subsidiaries, dealers or partners not will be held responsible for inappropriate use of these products. It is the sole responsibility of the customer to seek legal advice for the interpretation of any laws applicable to the area of intended use of these products.

Signed of behalf of the customer

Print Name	<input type="text"/>
Position	<input type="text"/>

Customers signature _____ Date _____

CUSTOMER AGREEMENT: TERMS AND CONDITIONS

It is agreed

1. Definitions

In this Agreement:

Approved Installer means a person approved by MYIONU to install the System.

Commencement Date means the commencement date set out in the Customer Agreement Schedule.

Communication Services means the mobile communication services to be provided by a Communication Service Provider in respect of the System.

Customer means the Customer described in the Customer Agreement Schedule.

Dealer means a person authorised by MYIONU to sell MYIONU hardware or software.

Documentation means any instruction manuals, user guides and other information relating to the System.

Financier means any third party who purchases the MYIONU hardware or software from MYIONU or a Dealer (as the case may be) on the Customer's behalf pursuant to an agreement between that party and the Customer. **Insolvency Event means** any insolvency-related event that is suffered by the Customer, including without limitation where:

- (a) the Customer ceases to carry on business or be able to pay its debts as they become due;
- (b) the Customer disposes of the whole or any substantial part of its assets, operations or business other than in the normal course of business;
- (c) any step is taken by a mortgagee to take possession or dispose of the whole or a substantial part of the Customer's material assets, operations or business;
- (d) any step is taken to enter into any arrangement between the Customer and its creditors (other than in the case of a solvent reconstruction or reorganisation); or
- (e) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a provisional liquidator, a liquidator, an administrator, or other like person of the whole or part of the Customer's assets, operation or business.

Intellectual Property Rights means the rights to patents, licenses, trade marks, trade names, inventions, trade secrets, copyrights, and know-how relating to the origin, manufacture, programming, operating and/or servicing of the System and any enhancements or modifications relating to the same.

Monthly Service Fee means the monthly service fee set out in the Customer Agreement

Schedule payable by the Customer to Myionu

MYIONU Software means the vehicle satellite tracking software for use with the MYIONU hardware or software and on the Customer's computer system, as described further in the Customer Agreement

Schedule.

Passwords means any passwords used by the Customer, its officers, employees or agents to access or use the System.

Services means the provision of the Tracking Services working in conjunction with the

Communication Services.

Service Provider means a third party authorised by MYIONU to provide the Communication

Services to the Customer.

Service Period means the service period set out in the Customer Agreement Schedule.

Support Services means the support services provided by MYIONU during the Warranty Period to correct faults in the System or to assist the Customer in operating the System.

System means the MYIONU hardware or software, the Myionu Software and any enhancements and modifications to the same.

Tracking Services means the MYIONUM service [please consider whether a more descriptive definition is appropriate] relevant to the MYIONU hardware or software (s) described in the

Customer Agreement Schedule.

MYIONU hardware or software means the Customer's, or the Financier's (as the case may be) MYIONU vehicle satellite-tracking unit described in the Customer Agreement Schedule.

Lifetime Product Warranty

In the event that our product fails as a result of manufacturing defect or breakdown, we'll repair or replace free of charge for as long as device remains active on our system. Lifetime replacement product warranty applies where monthly service fee remain in place and uninterrupted. 12 months standard warranty applies outside of these terms.

2. Scope of Agreement

2.1 MYIONU will supply the Services to the Customer on the terms and conditions set out in this Agreement.

2.2 the supply of the Services comprises of:

- (a) the supply of the Tracking Services for the Service Period;
- (b) procuring the supply of Communication Services unless the Customer advises that a Dealer has organised appropriate Communication Services on the Customer's behalf.
- (c) the supply of the Documentation;

Customers signature _____ Date _____

(d) a licence to use the MYIONU for the Service Period; and

(e) the supply of the Support Services until the expiry of the Warranty Period.

3. Installation and Licence

3.1 The Customer will ensure that a MYIONU Approved Installer, installs the System in accordance with MYIONU's reasonable instructions and testing procedures.

3.2 In consideration of the Monthly Service Fees, MYIONU grants the Customer a non-exclusive, non-transferable licence to use the MYIONU Software and Documentation solely for the Customer's internal business purposes.

3.3 MYIONU is not responsible for the provision or maintenance of the MYIONU hardware or software and any damage to, destruction or theft of, the MYIONU hardware or software.

4. Customer's Obligations

4.1 The Customer will not, and will ensure that its officers, employees and agents will not, use the System (or any part of it) for any illegal, unlawful or offensive act and will ensure that it is used in accordance with all applicable laws, regulations, standards and industry codes of conduct.

4.2 The Customer must not use any equipment in connection with the System that has not first been approved, in writing, by MYIONU.

4.3 The Customer will comply with the reasonable directions of MYIONU from time to time regarding the use of the System and Documentation.

4.4 The Customer will indemnify MYIONU against any claims, loss or damage (on a solicitor and own client basis and whether incurred by or awarded against MYIONU) that MYIONU suffers or incurs, whether directly or indirectly, as a result of any breach of this clause 4.

5. Support

5.1 If the Customer requires support for the System, the Customer will call MYIONU's customer support number 1300 30 22 52

5.2 MYIONU will use all reasonable efforts to provide Support Services for the System during the

Warranty Period.

5.3 Should the Customer wish to receive Support Services after the Warranty Period, the Customer will enter into a new agreement with MYIONU for the Support Services.

5.4 The Support Services do not include services resulting from:

(a) misuse of the System or failure to use the System in accordance with the

Documentation; or

(b) unauthorised attempts to repair, replace, modify or maintain the System by persons other than MYIONU or its authorised service providers.

6. Fees and Payment

6.1 The Customer will, unless mutually agreed between the parties, pay to MYIONU, the Monthly

Service Fees on the 20th of each month following receipt of an invoice.

6.2 If the Customer fails to pay any amount when due, MYIONU may without prejudice to its other rights or remedies under this Agreement:

(a) charge the Customer interest on the amount owing from the due date until the date of actual payment at the base rate percentage charged by MYIONU's bankers from time to time plus 10%; and/or

(b) suspend any Services provided under this Agreement.

6.3 MYIONU may vary any amounts payable by the Customer under this Agreement on giving the Customer at least 30 days' written notice.

6.4 All amounts specified in this Agreement include GST. If GST is or becomes payable in respect of any supply made by MYIONU to the Customer, the payment for that supply shall be increased by an amount equal to the GST payable so that MYIONU retains the amount it would have retained but for the imposition of GST. Words or expressions used in this clause have the same meaning as defined in the A New Tax Act System (Goods and Services Tax) Act 1999 (Cth).

7. Warranties and Limitation of Liability

7.1 MYIONU warrants to the Customer that:

(a) it has full power and authority to license the MYIONU Software;

(b) to the best of its knowledge and belief the System does not infringe any Intellectual

Property Rights of a third party;

(c) during the Warranty Period the MYIONU Software will function in accordance with its specifications but the Customer acknowledges that the MYIONU Software is of a complicated and technical nature and may have minor or inherent defects. MYIONU will provide all reasonable programming and remedial services to correct documented code errors which are caused by a defect in an unaltered version of the MYIONU Software at no cost to the Customer. Any such programming and remedial services will be the Customer's sole remedy in respect of the supply of defective MYIONU Software.

7.2 Except as expressly set out in this clause 7 and to the maximum extent permitted by law, all representations, conditions and warranties (whether express or implied, statutory or otherwise and including warranties as to the merchantable quality or fitness for any particular purpose of the System or the Documentation) are expressly excluded.

7.3 MYIONU will not be liable whether in contract, tort (including negligence) or otherwise for any indirect loss or damage (including any consequential loss or loss of profits) suffered or incurred by the Customer arising out of or in connection with this Agreement.

7.4 MYIONU's liability to the Customer arising out of all claims for damages under this Agreement will not exceed in aggregate the total amount actually paid by the Customer to MYIONU under this Agreement in the three months prior to the time such liability arises.

8. Intellectual Property and Confidentiality

8.1 The Customer acknowledges that the Intellectual Property Rights in the System and Documentation are owned by MYIONU or its licensors.

Customers signature _____ Date _____

8.2 The Customer acknowledges that this Agreement does not transfer to the Customer any Intellectual Property Rights in or on the System (other than the limited rights granted in accordance with clause 3.2).

8.3 The Customer will not reproduce, translate, adapt, reverse engineer, vary or modify the

MYIONU Software, the System generally or the Documentation other than to make such reasonable number of copies of the MYIONU Software as is necessary:

(a) for the Customer's own backup purposes; or

(b) subject to clause 8.4, to enable the Customer's employees, officers and agents to use

the MYIONU Software in accordance with this Agreement.

8.4 The Customer will:

(a) take all reasonable steps to prevent, and will ensure that its officers, employees and agents take all reasonable steps to prevent, any unauthorised access to the MYIONU Software and the System and to ensure the non-disclosure and confidentiality of the System and Documentation;

(c) not transfer, assign or otherwise deal with the System and Documentation or the Customer's rights under this Agreement;

(d) maintain all copyright notices on the System and Documentation;

(e) not, and will ensure that its officers, employees and agents do not, disclose any

Passwords and will ensure that all Passwords:

(i) can not be easily guessed; and

(ii) are changed regularly and as reasonably as requested by MYIONU. The Customer must notify MYIONU in writing immediately if it has knowledge of the existence of any circumstances which may suggest that any person may have unauthorised knowledge, possession or use of the System, Documentation and/or any Password.

8.5 The Customer's obligations under this clause will survive termination of this Agreement.

9. Term and Termination

9.1 The Customer may terminate this Agreement by giving MYIONU at least 30 days' prior written notice. Minimum service period is 24 months unless the Customer has purchased a no contract option.

9.2 MYIONU may terminate this Agreement, with immediate effect, if the Customer:

(a) breaches any provision of this Agreement and does not remedy the breach within 14 days after receiving a written, faxed or emailed notice from MYIONU or its authorised representative requiring the breach to be remedied;

(b) suffers an Insolvency Event,

(c) fails to maintain the MYIONU hardware or Software; or

(d) the Communication Services are suspended for any reason whatsoever.

9.3 On termination of this Agreement the Customer:

(a) will remain liable for payment of any charges that become due for payment before or after termination; and

(b) must immediately cease to use the MYIONU Software and all Documentation and deliver to MYIONU all copies of the MYIONU Software and Documentation in the Customer's possession or control.

9.4 Within 30 days of termination, the Customer must certify to MYIONU, in writing, that it has fully complied with its obligations under clause 9.3(b).

9.5 On termination of this Agreement, the licence granted pursuant to clause 3.2 will automatically cease.

10. General

10.1 Any notice given under this Agreement will be in writing delivered to the relevant party or sent by post or facsimile or email transmission at such address or number as may be notified in writing by each party to the other from time to time. Any such notice will be deemed received at the time when the same is handed to or left at the address of the party to be served and if served by post two working days (not being Saturday, Sunday or a public holiday) after the day of posting and if served by fax on the day of dispatch.

10.2 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in force and effect.

10.3 If MYIONU waives any default or breach of this Agreement, this will not constitute a Waiver of any other or subsequent default or breach. No waiver will be effective unless made in writing.

10.4 The Customer may not assign, sub-licence or transfer its rights and obligations under this Agreement without the prior written consent of MYIONU.

10.5 Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to a force majeure event, being any cause outside its reasonable control including but not limited to acts of God, natural disaster, riot, malicious damage, fire or acts of any governmental authority.

This clause 10.5 does not apply to any obligation to pay money for liabilities incurred prior to the force majeure event.

10.6 This Agreement is governed by the laws of Australia and the parties agree to submit to the exclusive jurisdiction of the Courts of Australia.

Customers signature _____ Date _____



Direct Debit Request

AffinityOne Pty Ltd
Tel: 1800 468 722 Fax 1800 984 991

ABN 67 096 902 813

New Customer Form

Business: ABN/ACN: **AF1 GEN 22188**

Customer Reference:

Surname: (or Business Name) Given Name:

*Mobile Ph:

*Email:

Debit *Indicates a mandatory field. Arrangement / Payment Details And/Or the total amount billed for the specified period for this and any other subsequent agreements or amendments.

Address: Suburb: State: Postcode:

Debit Arrangement/Payment Details

and/or the total amount billed for the specified period for this and any other subsequent agreements or amendments.

1. **Once Only Debit** Date: Debit \$
D D M M Y Y Y Y

2. **Regular Debits** Date: Debit \$
D D M M Y Y Y Y

3. **Debit Frequency** Weekly Fortnightly Monthly (Default) 4 Weekly

4. **Debit Duration** Continue regular debits Until Further Notice (Min. Payments) (Default)
 Until I have Paid: Regular Debits

Fees / Charges

Administration	Paid by	Transaction	Paid by	Credit	Visa/Mastercard	Paid by Business	SMS Payment
Fee:	Business	Fee:	Business	Card Fee:	Amex/Diners	Paid by Business	Reminder: N/A

Debit from Bank, Building Society or Credit Union Account

Direct Debit is not available on the full range of accounts – if in doubt please refer to your financial institution

Financial Institution: Branch:

BSB Number: Account Number:
(9 Digits MAX)

Account Holder Name(s):

I / We authorise Ezi Debit Australia Pty Ltd User ID 165969 to debit my/our account at the Financial Institution identified above through the Bulk Electronic Clearing System (BECS) in accordance to the Payment Details stated above and as per the Service Agreement provided.

Debit from Credit Card

VISA MasterCard AMEX Diners

Card Number:

Expiry Date:

Card Holder Name:

By signing this form, I / We authorise **Ezi Debit Australia Pty Ltd**, acting on behalf of the business to debit payments from my specified credit card above, and I / we acknowledge that **Ezi Debit Australia** will appear as the business name on my credit card statement.

This Authorisation is to remain in force in accordance with the Terms and Conditions on this page, the provided Service Agreement, and I/we have read and understand the same.

Signature(s) of Nominated Account

Date
D D M M Y Y Y Y

Office Use Only: **S1** Received Date: Reference No: Ver 1.0 **COMPLETE USING BLACK INK ONLY**

Customers signature _____ Date _____



ABN: 67 096 902 813

DDR Service Agreement^{Ver 1.1}

I/We hereby authorize Ezidebit Pty Ltd ACN 096 902 813 (**Direct Debit User ID number 165969**) (herein referred to as "Ezidebit") to make periodic debits on behalf of the "Business" as indicated on the front of this Direct Debit Request (herein referred to as the "Business")

I/We acknowledge that Ezidebit is acting as a Direct Debit Agent for the Business and that Ezidebit does not provide any goods or services and has no express or implied liability in regards to the goods and services provided by the Business or the terms and conditions of any agreement that I/we have with the Business.

I/We acknowledge that the debit amount will be debited from my/our account according to the terms and conditions of my/our agreement with the Business.

I/We acknowledge that bank account and/or credit card details have been verified against a recent bank statement to ensure accuracy of the details provided and will contact my/our financial institution if I/we are uncertain of the accuracy of these details.

I/We acknowledge that it is my/our responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution. Accordingly, I/we acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, I/we agree that Ezidebit will not be held responsible for any fees and charges that may be charged by either my/our or its financial institution.

I/We acknowledge that there may be a delay in processing if:-

- (1) there is a public or bank holiday on the day, or any day after the debit date;
- (2) a payment request is received by Ezidebit on a day that is not a banking business day in Queensland; and
- (3) a payment request is received after normal Ezidebit cut off times, being 4:00pm Queensland time, Monday to Friday.

Any payments that fall due on any of the above will be processed on the next business day.

I/We authorise the Business to vary the amount of the payments from time to time as provided for within my/our agreement with the Business. I/We authorise Ezidebit to vary the amount of the payments upon instructions from the Business. I/We do not require Ezidebit to notify me/us of such variations to the debit amount.

I/We acknowledge that Ezidebit is to provide at least 14 days' notice if it proposes to vary the terms of the debit arrangements between us.

I/We acknowledge that I/we will contact the Business if I/we wish to alter or defer any of the debit arrangements.

I/We acknowledge that any request by me/us to stop or cancel the debit arrangements will be directed to the Business.

I/We acknowledge that any disputed debit payments will be directed to the Business and/or Ezidebit. If no resolution is forthcoming, I/we agree to contact my/our financial institution.

I/We acknowledge that if a debit is returned by my/our financial institution as unpaid, a failed payment fee is payable. I/We will also be responsible for any fees and charges applied by my financial institution and collection fees, including and not limited to any solicitor fees and collection agent fees appointed by Ezidebit.

I/We authorise Ezidebit to attempt to re-process any unsuccessful payments as advised by the Business.

I/We acknowledge that if specified by the Business, a setup, variation, SMS or processing fees may apply as instructed by the Business.

Credit Card Payments

I/We acknowledge that "Ezidebit" will appear as the merchant for all payments from my/our credit card. I/We acknowledge and agree that Ezidebit will not be held liable for any disputed transactions resulting in the non supply of goods and/or services and that all disputes will be directed to the Business as Ezidebit is acting as a 3rd party payment provider. I/We acknowledge and agree that in the event that a claim is made, Ezidebit will not be liable for the refund of any funds and agree to reimburse Ezidebit for any successful claims made by the Card Holder through their financial institution against Ezidebit.

Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made in it relating to an alleged incorrect or wrongful debit, or otherwise required by law. Further information relating to Ezidebit's Privacy Policy can be found at www.ezidebit.com.au

Credit Card Fees are a minimum of the Transaction Fee or the Credit Card Fee which ever is greater.

I/We authorise:

- 1) Ezidebit to verify details of my/our account with my/our financial institution; and
- 2) my/our financial institution to release information allowing Ezidebit to verify my/our account details.

Po Box 1388
Milton, QLD 4064
Ph: (07) 3124 5500 Fax: (07) 3124 55

Customers signature _____ Date _____