

Terms and Conditions

1. DocsCentre

DocsCentre Pty Ltd is the owner and operator of NTAA Corporate, PantherCorp, Constitute and Castle Corporate. All of Our brands are subject to these Terms.

2. Acknowledgement

You acknowledge and agree that:

- (a) computer and telecommunications services are not fault free and occasional periods of downtime may occur; and
- (b) in addition to any other rights or remedies we may have, we may suspend or terminate your access, or the access of any Authorised User, to the Platform and/or the Website at any time and without any liability to you in the event that we believe that either you or an Authorised User is in breach of, or is likely to breach, a provision of these terms, or if we suspect your DocsCentre Account has been compromised or accessed by any unauthorised third party, or is likely to be.

3. Application

3.1 Acceptance

- (a) The Website and the Platform are available subject to these Terms. If you access or use the Website and the Platform you accept these Terms.
- (b) These Terms are a legal document intended to bind Users and you are encouraged to seek independent legal advice regarding your obligations under these Terms.

3.2 Policies

- (a) You accept these Terms and each Policy on each occasion you access the Platform and/or the Website and/or each time you provide instructions to us. By accessing the Platform and/or the Website you accept these Terms and each Policy.
- (b) Each Policy is incorporated into these Terms and forms part of them.
- (c) Our Policies are able to be accessed [here](#)

3.3 No Warranty

No warranty is given:

- (a) as to the currency, accuracy, adequacy, or completeness of material on the Website or the Platform. Information may be changed, supplemented, deleted, or updated without notice from time to time at Our discretion;
- (b) that the Website will be free from typographic errors, viruses or other harmful or malicious applications or software, or that access to the Website will be uninterrupted.

3.4 Links

The Website may contain links to third-party websites and resources. Linked sites are provided solely as a convenience to you and not as an endorsement by Us.

We make no representation or warranty regarding the availability, correctness, accuracy, performance or quality of any linked site or any content, software, service, or application found at any linked site.

3.5 Amendment

- (a) We may from time to time and without Notice:
 - (i) modify, alter, amend or withdraw any part of these Terms or any Policy;
 - (ii) modify, alter, amend or withdraw any part of the Services, the Platform and/or the Website; and/or
 - (iii) modify, alter, amend or withdraw any part of these Terms due to any change in Law, advice given to us or other advice, directive or requirement imposed by ASIC, the ATO or other entity.
- (b) We will use reasonable endeavours to provide you with Notice of any changes to these Terms or any Policy. Any amendment will govern other interactions and transactions with you. If you access the Website or the Platform after any changes are made to these Terms or any Policy, you accept those changes.
- (c) Any change to these Terms or any Policy will apply immediately upon being made.

3.6 Terms Apply

These Terms apply to you and you are bound by them if you:

- (a) access or use the Website or the Platform;
- (b) hold a DocsCentre Account;
- (c) you provide instructions to us or request that we provide Services via any medium;
- (d) communicate to us through any medium you accept these Terms;
- (e) accept these terms by acceptance on the Platform and/or the Website; and/or
- (f) communicate with us in any way including by general enquiry.

3.7 Conditions of sale

- (a) All Products provided in relation to a Service have been prepared and are supplied based on your instructions. It is the responsibility of the person ordering Services to ensure that the details contained in the order are complete and correct and that the Services are appropriate to your or your client's needs.
- (b) All documents forming Products provided in relation to a Service are in a standard form. If a different form is required, you must advise us of your requirements. Any changes to our standard form may attract additional fees.
- (c) If you request us to prepare or change documents as a result of errors or omissions in your instructions or your instructions change requiring amendments additional fees may be payable.
- (d) We reserve the right to accept or reject a request for Services for any reason, including, without limitation, any error in the Service description or the price posted on the Website, the availability of the Service, or an error in your order.

- (e) You must inspect any Products provided to you as soon as practicable and give us Notice within 5 Business Days if any Products are not in accordance with your requirements. If you fail to give us Notice, any Products provided to you will be deemed to be accepted by you and in accordance with your requirements.

3.8 Information

You must provide complete and accurate information in relation to Services requested by you. Where you have provided information, you agree that:

- (a) the Products forming part of a Service requested by you will be prepared in accordance with your instructions and the information you provide;
- (b) you accept sole responsibility for all information provided by you or incorporated or used in a Product forming part of a Service requested by you and prepared using that information.

4. Warranties

If you instruct us to or request that we provide Services including on behalf of your client or another third party, you represent and warrant to us that:

- (a) you have the capacity and authority to enter into and to perform these Terms;
- (b) you are authorised to, and you have the written authority of the client or third party to instruct or request that we provide Services;
- (c) if you provide Personal Information to us, you are authorised to disclose or to provide that information to us by the owner of that information;
- (d) you have the written authority of the client or third party to authorise us to submit transactions to ASIC, the ATO, or any other Service Provider, and that written authority complies with all requirements of ASIC, ATO and/or other Service Provider in respect of such authorities, including:
 - (i) a written authorisation to submit transactions to ASIC and/or the ATO on behalf of your client or third party;
 - (ii) that you hold all necessary and/or required consents from your client or third parties which may be required by the Corporations Act, ASIC, the ATO and/or other Service Providers;
 - (iii) that you and/or your client and/or other third party has complied with all regulations about director identification numbers and that, if we are requested to register a company on behalf of any person, the proposed director/s have proper and valid director identification numbers;
- (e) you have complied with all requirements allowing us to communicate with and provide information (including Personal Information) to our Service Providers;
- (f) you own or have an unrestricted right to use all Data that is provided to us in whatever form and through whatever medium;
- (g) all Data that you provide to us is true, complete and accurate and has been provided to us with your authority and the authority and at the instruction of the owner of that Data;
- (h) you and each of your Authorised Users is authorised to accept these Terms;

- (i) have either accepted yourself or had an authorised Representative of yours accept these terms and that these terms legally bind you; and
- (j) if any person who accepts these terms is not authorised to do so, you and they will be liable in their personal capacity and in all relevant capacities and will indemnify us against any loss, damage, expense or cost suffered as a result of the unauthorised acceptance of these Terms.

5. DocsCentre Accounts

5.1 Obligations

You agree that you must:

- (a) not register for or create more than one DocsCentre Account, create a DocsCentre Account on behalf of someone else, or create a false or misleading identity on the Platform and/or the Website;
- (b) not allow any related or unrelated firm, practice, company, partnership or related body corporate to register for, create or use a DocsCentre Account without our prior written consent;
- (c) not allow any person other than your Authorised Users to access or use the Platform and/or the Website and/or to access Services using your DocsCentre Account;
- (d) provide all information that we require in order to comply with any of Our authentication requirements, or other authentication requirements imposed by Law, in order to provide you with Services;
- (e) not transfer or provide access to your DocsCentre Account to any other person;
- (f) procure that each of your Authorised Users do not transfer or provide access to the Authorised User's access details (including user names and passwords) to any other person;
- (g) maintain the security of your user identification, password and personal information and any other Confidential Information relating to your DocsCentre Account;
- (h) procure that each of your Authorised Users maintain the security of their user identification, password and personal information and any other Confidential Information relating to your DocsCentre Account;
- (i) notify us immediately of any known or suspected unauthorised use of your DocsCentre Account, any Authorised User's access details or any known or suspected breach of security, including loss, theft, or unauthorised disclosure of any password;
- (j) not upload any harmful code or files to the Platform and/or the Website, or otherwise interfere with or disrupt the Platform and/or the Website or provision of our Services;
- (k) take responsibility for all purchases and charges resulting from the use of your DocsCentre Account, including unauthorised use;
- (l) take all necessary steps to prevent the continuance of any unauthorised use of your DocsCentre Account or that of any Authorised Users by changing user names and /or passwords or contacting us to change user names and /or passwords;
- (m) update and keep your information and that of your Authorised Users accurate, including but not limited to email addresses, business addresses, postal addresses, dates of birth and any other contact or Personal Information that we may require; and

- (n) maintain all of your Systems at your expense.

5.2 Authorised Users

If you hold a DocsCentre Account:

- (a) you must ensure that your Authorised Users have appropriate Platform and/or the Website authorisations;
- (b) you must ensure that your Authorised Users comply with these Terms and each Policy;
- (c) if we suffer any Loss as a result of a breach of these Terms, any of our Policies or the failure of an Authorised User to comply with any applicable Law, you are jointly and severally liable with that Authorised User for that Loss; and
- (d) you are responsible for any instructions provided or purchases made by an Authorised User.

5.3 Establishment of Accounts

You agree that access to the Platform and/or the Website and the provision by us of Services through the Platform requires proper establishment of a DocsCentre Account and that if not done to our satisfaction:

- (a) Services may not be able to be provided, or if they are provided, the Services may be adversely affected;
- (b) you or your Authorised Users may be required to establish or re-establish a DocsCentre Account for you before Services can be provided; and
- (c) we will not be liable to you for any Loss suffered due to the Services not being provided or due to the Services being adversely affected.

5.4 Requests

Whether or not you have a DocsCentre Account but have requested our Services you:

- (a) have accepted these Terms and your instructions constitute acceptance;
- (b) must comply with all reasonable directions that we may give from time to time with respect to the provision of Services;
- (c) must protect all our Intellectual Property Rights in the Products from unauthorised access, use, reproduction, adverse treatment and damage; and
- (d) must not reproduce or use any of the Products produced in connection with our Services without our prior written consent.

6. Licence

6.1 Licence granted by You

- (a) You grant us an irrevocable, perpetual, world-wide, sub-licensable, royalty free licence to any Data that you provide to us for the purposes of:
 - (i) enabling the Platform to receive and process it;
 - (ii) our analysis and delivery of the Services;

(iii) enabling us to interact with Service Providers; and

(iv) enabling our Host to store it,

as well as any other purpose related to our rights or obligations under these Terms.

(b) Title to the Data that you provide remains with you and we do not obtain ownership of any Intellectual Property Rights in Data that you provide.

6.2 Licence granted to You

(a) If you have an active DocsCentre Account, we will provide you with access to the Platform on a revocable, non-exclusive and non-transferable basis (Licence) on the conditions in clause 6.2(b).

(b) The Licence is provided on the following conditions:

(i) you must:

A. procure that your Authorised Users, only use the Platform and/or the Website bona fide in connection with your business and in accordance with these Terms;

B. comply with all reasonable directions that we may give from time to time with respect to your use (or the use of your Authorised Users) of the Platform and/or the Website;

C. procure that your Authorised Users comply with all reasonable directions that we may give from time to time with respect to your or their access to and use of the Platform and/or the Website;

D. protect our Intellectual Property Rights in the Platform and/or the Website and/or Products from unauthorised access, use, reproduction, alteration and/or damage;

E. procure that your Authorised Users maintain the security of account log in information and all of your Data; and

F. cooperate with us in the remediation of any security breach, unauthorised use or misuse of the Platform and/or the Website and promptly report all matters to us; and

(ii) you must not:

A. allow or engage any third party to conduct development work on the Platform and/or the Website;

B. interfere or disrupt the operation of the Platform and/or the Website nor attempt to do so;

C. grant access to the Platform and/or the Website to anyone other than your own Authorised Users, without our prior written consent;

D. reproduce any of the Products received as a result of your request for Services without our prior written consent; and

E. subject to any right under the Copyright Act, either directly or indirectly, modify, attempt to decompile, cross compile, disassemble, reverse engineer, or use any other means to discover the source code, object

code or underlying structure, ideas, know-how or algorithms relevant to the Platform and/or the Website and/or the Services and/or Products.

7. Our responsibilities

7.1 General

We will:

- (a) provide you with reasonable Notice of matters that may significantly impact our ability to deliver Services, including scheduled maintenance to the Platform and/or the Website that may impact the use and availability of the Platform and/or the Website;
- (b) facilitate the storage and hosting of all Data with our Host.

7.2 Data

- (a) When processing any Data, we will:
 - (i) treat your Data as Confidential Information;
 - (ii) use Your Data in the manner and for the reasons as provided in our Privacy Policy, including as required for our legitimate business purposes;
 - (iii) implement, maintain and enforce appropriate and industry best practice technical and organisational measures to protect Data from any misuse, loss, interference unauthorised access, modification or disclosure;
 - (iv) subject to these Terms and to any third-party hosting issue and applicable Laws, until the agreement established by these Terms is terminated, provide you with access to your Data; and
 - (v) notify you if we become aware of any suspected or actual misuse or loss of, interference with or unauthorised access to, modification of or disclosure of your Data or if we are required to disclose any of your Data.
- (b) For the avoidance of doubt, nothing in these terms prevents us from disclosing your Data to any of our Service Providers, or in connection with any merger, sale or reconstruction of all or any part of our business or businesses.

8. Intellectual Property

8.1 Copyright

Copyright in the content on the Platform and the Website is owned or licensed by us and is protected under the Copyright Act 1968 (Cth) and by other copyright laws in both Australia and other countries. No material on the Platform and/or the Website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed, or transmitted in any form by any process without our prior written consent. All graphics, icons, brands, marks and other items that appear on the Platform and/or the Website are owned by us.

8.2 General

- (a) Each party retains all right, title and interest in and to its pre-existing Intellectual Property Rights.
- (b) We own all Intellectual Property Rights in the Platform, the Website, Services and Products and nothing in these terms affects any Intellectual Property Right.

- (c) For the avoidance of doubt nothing in these terms prohibits us from using our Intellectual Property Rights to provide the Services, Platform and Products to third parties, even if they are the same or substantially the same as those provided to you.
- (d) For the avoidance of doubt, nothing in these Terms entitles you to reproduce, without our written authority, any of the Products that we deliver to you in connection with the provision of Services.

8.3 Improvements

You acknowledge and agree that all Intellectual Property Rights in variations, additions and alterations to the Platform, Website, Services and Products are owned by us, even where suggested or created by you or by any of your Representatives.

9. Fees and Payments

9.1 Changes to Fees

While we will endeavour to keep the Fees published on the Platform and/or the Website current at all times, our Fees may be subject to change without Notice.

9.2 Fees

- (a) In consideration of us providing you with the Services you must pay us the Fees.
- (b) We reserve the right, at our discretion, to require payment of Fees in advance for the delivery of any Services.
- (c) We will provide you with a valid tax invoice for any Fees for Services.

9.3 Failure to Pay

If you fail to make payment of all amounts due and owing to us in accordance with these Terms, within the time required, we may:

- (a) immediately suspend your access, and that of your Authorised Users, to the Platform and/or the Website and/or Services;
- (b) charge interest on the overdue amount at the current rate applied by us to overdue accounts from the first day that payment is overdue to the date we receive payment in full of the relevant overdue amount;
- (c) charge you a reasonable administrative fee at a rate we determine including in the case of an overdue invoice relating to the incorporation of a company which is unpaid after 7 days of the company's incorporation date;
- (d) lodge a credit report with a credit reporting agency; and/or
- (e) charge you for all costs and expenses incurred by us in recovering any outstanding Fees or charges, including legal fees (on a solicitor and own client basis) and court costs, which you must pay upon demand.

9.4 Disputed Fee

- (a) If you dispute any part of a tax invoice you must pay the portion not in dispute and provide Notice to us within 7 days of receiving the tax invoice of your reasons for dispute.

- (b) Within a reasonable time of receiving the Notice, we will address your reasons for the dispute, to enable a prompt and amicable resolution. If the dispute cannot be resolved within 7 days of our response, we may refer the dispute to a mediator nominated by us whose decision will be final and binding.

9.5 GST

- (a) All Fees are expressed in Australian dollars and are subject to GST unless otherwise stated in these Terms. Some government charges are GST free and will be reflected separately on your tax invoice where applicable.
- (b) Unless otherwise stated in these Terms, all Fees shown on the Platform and/or the Website or otherwise are inclusive of GST. If GST is imposed on any supply made under or in accordance with these Terms and GST has not been accounted for in determining the consideration payable for the supply, then we may recover from you an amount on account of GST.

10. Confidentiality

10.1 Confidential information

Each party must:

- (a) not disclose Confidential Information of another party;
- (b) only use Confidential Information for the purpose of providing or receiving (as the case may be) the Services; and
- (c) procure that its Representatives comply with sub-clauses 10.1(a) and 10.1(b)

10.2 Disclosure exceptions

The obligations in clause 10.1 do not apply:

- (a) to the extent necessary to enable a party to make any disclosure required by Law;
- (b) to the extent necessary to enable a party to perform its obligations under these Terms;
- (c) in our case, to the extent that we are providing such Confidential Information to our Service Providers to enable us or them to provide Services to you, or as a consequence of our provision of our Services, provided the Service Provider observe the same level of confidentiality in respect of Confidential Information set out in these Terms;
- (d) where disclosure is required for any quality assurance or insurance purposes;
- (e) to the extent necessary to take or obtain professional advice;
- (f) to any disclosure agreed in writing between the parties; or
- (g) in respect of any Confidential Information which has entered the public domain other than as a result of a breach of these Terms.

10.3 Other uses

- (a) From time to time we or our related businesses may extend offers (**Offers**) of Services to you, your Representatives, Authorised Users and/or your clients including but not limited to:
 - (i) workcover applications;

- (ii) banking services;
 - (iii) insurance services;
 - (iv) web services.
- (b) If we make an Offer, we may seek your consent to use Confidential Information and/or Data in connection with an Offer.

11. Termination

11.1 Termination by You

You may terminate the agreement established by these Terms at any time by Notice to us.

11.2 Termination by Us

We may:

- (a) refuse or cease to supply Services to you at any time and for any reason;
- (b) terminate the agreement established by these Terms at any time by deleting by Notice to you.

11.3 Effect of Termination

If the agreement established by these Terms is terminated:

- (a) you must cease to instruct us and/or to request that we provide Services;
- (b) we may retain all or any of your Data, if it is lawful for us to do so;
- (c) we may destroy copies of all of your Data, if it is lawful for us to do so;
- (d) you may request us in writing to destroy your Data and, if it is reasonable and lawful for us to do so, we will comply with that request;
- (e) you must pay all outstanding and unpaid Fees and other charges;
- (f) you must destroy any Confidential Information that we have provided to you and certify the destruction in writing; and
- (g) any accrued rights or liabilities of you or us or any provision of these Terms which is expressly or impliedly intended to come into operation or continue in force on or after termination will not be affected.

12. Indemnity

12.1 Your indemnity

You indemnify us and to keep us indemnified against any Loss that may be incurred by us arising from or in connection with (directly or indirectly):

- (a) your use of the Platform and/or the Website;
- (b) any breach or default by you, your Authorised Users or your Representatives of these Terms (including any breach of warranty);
- (c) a negligent act or omission by you, your Authorised Users or your Representatives;

- (d) the uploading by you of any harmful code or files to the Platform and/or the Website;
- (e) your failure to comply with any Law;
- (f) the failure of your Authorised Users or your Representatives to comply with any Law;
- (g) any Claim against us by any of your clients or any person to whom you have provided your services by means of requesting that we provide Services and/or access to the Platform and/or the Website.

12.2 Economic Loss

- (a) To the maximum extent permitted by Law, we will not be liable for any Economic Loss arising out of these Terms, the delivery of our Services or the use of the Platform and/or the Website or any Services;
- (b) If you have instructed or requested us to provide Services for the benefit or at the instruction of a client or third party, you acknowledge that:
 - (i) the client or third party is not a client of DocsCentre and our contractual relationship is with you;
 - (ii) we exclude to the maximum extent permitted by Law, all liability for any Loss that you may suffer as a result of a Claim brought against you by any client or third party to whom you have provided your services arising from or as a result of your use of the Platform and/or the Website, our Services and/or the Products; and
 - (iii) we exclude to the maximum extent permitted by Law all Loss that you may suffer or incur as a result of your use of the Platform and/or the Website, our Services and the Products.

12.3 Limit of liability

- (a) Except as expressly provided by these Terms, the Platform and/or the Website is provided on an “as is” basis without any representation, warranty or guarantee as to quality, condition or fitness for purpose and we do not warrant that the Platform and/or the Website will be free of defect, uninterrupted, accurate, complete, current, stable, bug free, error free or available at any time.
- (b) Except in relation to liability for personal injury (including sickness and death) and property damage caused by our negligence, or an infringement of confidentiality or Intellectual Property Rights, our liability in damages in respect of any of our acts or omissions in connection with our obligations under these Terms will not exceed the net payment received by us from you for the provision of the Services or Products giving rise to that damage.
- (c) Our liability for any Loss caused by our negligence will be reduced proportionately to the extent that your acts or omissions have contributed to the Loss or damage.
- (d) We have no responsibility or liability where you have suffered Loss as a result of:
 - (i) any Data being lost, destroyed or damaged by you, the Platform and/or the Website, a Service Provider or any provider of cloud-based storage or hosting;
 - (ii) a failure in the Platform and/or the Website or in the delivery of our Services caused as a result of any third-party hardware or software issue and/or the act or omission of any third party; and

- (iii) unauthorised access to your account on the Platform and/or the Website by any person using your log in or password details or those of any other person.

12.4 Disclaimer

- (a) Docscentre makes no representations or warranties in relation to the accuracy, completeness, security or timeliness of the content on the Platform and/or the Website or in relation to Services or Products provided to you and disclaims all warranties, either express or implied, statutory, or otherwise, including but not limited to implied warranties of merchantability, non-infringement of third parties' rights, and fitness for a particular purpose.
- (b) Content on the Platform and/or the Website does not constitute advice of any kind and should not be relied upon for personal, legal, financial or other decisions. You should consult an appropriately qualified professional for specific advice tailored to your situation.
- (c) You agree that we are a platform service and document provider and, unless expressly stated to the contrary in writing, we do not provide any legal, taxation, accounting, superannuation or other related advice. Communications with you constitute general guidance only and do not constitute advice of any kind. Please also refer to our Legal Services Policy. It is your responsibility to ensure that you are complying with all relevant Laws and have sought and obtained appropriate professional advice.

12.5 Exclusion of other Terms

- (a) Subject to clause 12.5(b), any condition, guarantee or warranty which would otherwise be implied in these terms is excluded.
- (b) Liability for breach of a guarantee conferred by the Australian Consumer Law is limited (at our election) to us providing the Services again or the payment of the cost of having the Services supplied again.

12.6 Survival

This clause 12 survive the termination of the agreement established by these Terms.

13. Notices

Any notices given under or in connection with these Terms:

- (a) must be in legible, in writing and in English;
- (b) must be:
 - (i) in your case, sent to us at legal@docscentre.com.au or another email address notified by us to you from time to time; or
 - (ii) in our case, if you hold a DocsCentre Account, sent to an Authorised User or Representative by email or notification within the Platform.
- (c) will be deemed to be received by the addressee:
 - (i) in the case of transmission by electronic medium, on the day of transmission if the electronic medium sending the notice states that the transmission was completed before 5:00pm on a Business Day, otherwise on the next Business Day; or
 - (ii) if sent via the Platform at the time it is sent.

14. General

14.1 Uncontrollable Event

- (a) No party is liable for any breach of its obligations if:
 - (i) the breach resulted from any Uncontrollable Event which directly or adversely affects the ability of the party to perform its obligations;
 - (ii) the Uncontrollable Event could not have been reasonably anticipated, foreseen or prevented by that party taking reasonable steps to avoid or overcome the Uncontrollable Event.
- (b) If an Uncontrollable Event occurs which affects a party:
 - (i) the party must promptly notify the other party of the Uncontrollable Event (with appropriate details); and
 - (ii) takes all reasonable steps to reduce the effects of the Uncontrollable Event.
- (c) For the avoidance of doubt, nothing in this clause affects your obligation to make a payment to us of any Fees rightfully due and owing for the Services that we have already provided to you.

14.2 Assignment

- (a) We may, without Notice to you, assign, novate or otherwise transfer the benefit of all or any part of the agreement represented by these Terms to any other person or entity.
- (b) No rights, benefits or liabilities relating to the agreement represented by these Terms may be assigned by you without our prior written consent.

14.3 General matters

- (a) Unless these terms state otherwise, a party may in its absolute discretion, give conditionally or unconditionally or withhold, any consent under these terms.
- (b) These terms contain the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by these terms and has no further effect.
- (c) Each party must promptly do all further acts and execute and deliver all further documents required by law or reasonably requested by another party to give effect to these terms.
- (d) These terms are governed by the law in force in Victoria and each party submits to the non-exclusive jurisdiction of the courts of Victoria, in relation to any proceedings that may be brought at any time relating to these Terms. Each party irrevocably waives any objection to proceedings being commenced in Victoria.
- (e) No right or obligation of any party will merge on completion of any transaction contemplated by these terms. Any indemnity given in these terms or by Law survives the expiry or termination of the agreement represented by these terms and a party may enforce a right of indemnity at any time, including before it has suffered loss.
- (f) Each party represents and warrants to each other party that it has the power to enter into and perform its obligations under these terms and these terms create valid and binding obligations enforceable in accordance with their terms.

- (g) Any provision of these terms that is illegal, void or unenforceable will be severed without affecting the other provisions of these terms which remain in force.
- (h) If a party enters into these terms as a trustee of a trust, it warrants that it enters into this document as sole trustee of the trust and it has full power under the relevant trust deed to enter into and perform these terms.
- (i) The non-exercise of or delay in exercising a right of a party will not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by written Notice by the party to be bound by the waiver.

15. Definitions and Interpretation

15.1 Definitions

In these terms unless the context indicates otherwise:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

Authorised User means any of your officers, employees, servants or contractors whom you have authorised or to whom you have provided access to use the Platform and/or the Website and/or to access Services using your DocsCentre Account.

ASIC means the Australian Securities and Investment Commission.

ATO means the Australian Taxation Office.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Melbourne, Victoria.

Claim includes a demand, claim, action, dispute or proceeding made or brought by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

Confidential Information means information that is by its nature confidential and/or is designated by a party as confidential or a party knows or ought to know is confidential, other than information which is or becomes public knowledge (otherwise than by breach of these terms or any other confidentiality obligation).

Corporations Act means the Corporations Act 2001 (Cth).

Copyright Act means the *Copyright Act 1968* (Cth).

Data means data and information that you have provided to us, whether through the Platform or otherwise, for the purposes of us providing the Services.

DocsCentre Account an account with a specific member number established on the Platform and/or the Website and allocated to a specific client of Ours.

Economic Loss means indirect economic loss, loss of income or profit, loss or damages resulting from wasted time, damage to goodwill or business reputation, loss of contract, loss of data, liability under other agreements or to third parties, loss of opportunity or any other special, indirect, remote or punitive loss or damage.

Fees means all fees payable to us for the provision of Services and includes any expense that we incur on your behalf.

GST means a goods and services tax levied or imposed under the *A New Tax System (Goods and Development Services Tax) Act 1999 (Cth)*.

Host means the cloud server host that we have engaged to store any Data.

Integration Partners includes our integration partners including, where relevant, BGL, Class, Australia Post, Xero, MYOB and any others providing access to systems or other media for the benefit of users of the Platform, the Website or Services.

Intellectual Property Rights means all intellectual property rights, including the following:

- (a) copyright, patents, rights in circuit layouts, trademarks, designs, trade secrets, know how, and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a);
- (c) moral rights as defined in the Copyright Act; and
- (d) all rights or a similar nature to any of the rights in paragraphs (a) and (b) which may subsist,

whether or not those rights are registered or capable of being registered.

Law includes any common law, case law or any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Loss includes any damage, loss, cost, liability or expense of any kind and however arising (including as a result of any Claim) including penalties, fines and interest whether prospective or contingent and any amounts that for the time being are not ascertained or ascertainable.

Notice means a notice given under or in connection with these terms.

Personal Information has the meaning given for the purposes of the Privacy Act.

Platform means our cloud-based software application accessible through the Website and through which we provide Services and includes template software add-ins and integrations available or integrated as a part of the Platform and/or the Website from time to time.

Policy means our:

- (a) Legal Services Policy;
- (b) Privacy Policy;
- (c) Email Policy.

and any other policy included by us from time to time.

You can read our policies [here](#).

Privacy Act means the *Privacy Act 1988 (Cth)*.

Product means any document, agreement, resolution, minute, deed or otherwise that we provide to you, software (including source code and object code versions), instructions, guides, reports and any other material created, developed, modified or adapted by us and provided to you in connection with the delivery of Services.

Representative of a person means an officer, employee, contractor, professional adviser or agent of that person.

Services mean services from time to time offered by us including services provided by Integration Partners and other services (including services which extend, alter, improve or add functionality to the Platform and/or the Website).

Service Provider includes any person providing services to us in order for us to provide Services, provide the Platform and/or the Website and includes our Integration Partners.

System means all computer firmware, middleware, protocols and other computer programs and all computer hardware, peripheral equipment, networks, communications systems and other equipment of whatever nature, used in your receipt of the Services and access to the Platform.

Terms means these terms of use.

Uncontrollable Event means the occurrence of an event or circumstances beyond the reasonable control of a party affected by it, including:

- (a) lack of supply, embargo, pandemic and/or epidemic
- (b) a war (declared or undeclared), insurrection, riot, civil commotion, military action, or an act of sabotage or terrorism;
- (c) a strike, lockout or industrial action, dispute or disturbance of any kind;
- (d) an act of a government authority or agency;
- (e) an act of God; or
- (f) a storm, tempest, fire, flood, earthquake or other natural calamity;

We, us and **our** (whether capitalised or not) means DocsCentre Pty Ltd ACN 096 781 976 and its associated companies, employees, contractors, agents, officers, and advisers and includes our brands known as NTAA Corporate, PantherCorp, Constitute and Castle Corporate owned and conducted by DocsCentre Pty Ltd ACN 096 781 976.

Website means our website and/or any website generally made available for or in relation to any of our brands including NTAA Corporate, PantherCorp, Constitute and Castle Corporate.

You (whether capitalised or not) means:

- (a) If you are a professional adviser firm or entity, each of the firm or entity and each of its Representatives;
- (b) in any other case, the person requesting the provision of Services and each of the person's Representatives,

and **Your** has a corresponding meaning.

15.2 Interpretation

In interpreting these terms, unless the context provides otherwise:

- (a) a reference to a **clause** is a reference to a clause in these terms
- (b) **headings** do not form part of these terms or affect their interpretation;

- (c) a reference to a **person** includes the person's executors, personal representatives, administrators, successors and assigns;
- (d) a reference to a **document** (including these Terms and/or a Policy) includes any amendments, supplements, replacements, assignments or novations to the document;
- (e) a reference to one **gender** includes the other gender;
- (f) a word that is derived from a **defined word** has a corresponding meaning;
- (g) the **singular** includes the plural and vice versa;
- (h) a reference to **legislation** or a legislative provision includes any statutory modification or substitution of that legislation or provision and any subordinate legislation issued under that legislation or provision;
- (i) a day, month or year means a calendar day, month or year;
- (j) a reference to a **person** includes a natural person, partnership, body corporate, association, joint venture, and governmental or local authority or agency or other entity;
- (k) **including** and similar expressions are not words of limitation;
- (l) if a day on or by which an obligation must be performed or an event must occur is not a **Business Day**, the obligation must be performed or the event must occur on or by the next Business Day

15.3 Parties

- (a) If a person comprises 2 or more persons, a reference to that party includes each and any 2 or more of them, and these terms binds each of them separately and any 2 or more of them jointly.
- (b) A person that is a trustee is bound both personally and in its capacity as a trustee.

Effective 20 October 2023