

Parties

Hoplon Cyber Security Pty Ltd ACN 638 937 765 (**Hoplon**)

The individual or entity specified in the Credit Card Authority Form as entering into this agreement (**Client, You, Your**)

You agree to this agreement (including any Schedules as incorporated) by executing this agreement by signature, by clicking "I accept" (or equivalent) where indicated in Hoplon's platform, portal or website, or providing Hoplon with instructions to undertake the Services once having an opportunity to view this agreement.

1. Formation and term

1.1 Formation and precedence

- (a) This agreement is comprised of this Client Services Agreement, the Schedule(s) and the Credit Card Authority Form
- (b) In the event of any conflict or inconsistency between one or more of the documents comprised in this agreement, for interpretation, the following will be the order of precedence:
 - (1) the Credit Card Authority Form;
 - (2) the Schedule(s);
 - (3) this Client Services Agreement; and
 - (4) any other document forming part of this agreement, as agreed to in writing between the parties.

1.2 Term of agreement

The term of this agreement:

- (a) commences on the Commencement Date;
- (b) continues in force for 12 month period from the Commencement Date (**First Year**); and
- (c) continues in force for successive 1 month periods thereafter (**Subsequent Periods**),

unless otherwise agreed between the parties in a Schedule or terminated earlier in accordance with clause 14 of this agreement.

2. Services

2.1 Services

In consideration for the Client's payment of the Fees, Hoplon will provide the Services and Additional Services (if any) to the Client during the Term in accordance with this agreement.

2.2 Third Party products

The parties may agree that Hoplon may supply Third Party Content, including but not limited to the Third Party Content specified in the Schedule. Any supply of Third Party Content is subject to additional terms as specified in

Annexure 1, and the parties agree to be bound by those terms.

2.3 Hardware

From time to time Hoplon may supply hardware to the Client, as may be agreed.

2.4 Relationship

The parties' relationship is one of principal and independent contractor, not employer and employee, agency or partnership.

2.5 Scope

- (a) The parties agree that the precise scope of the Services provided by the Hoplon will be those Services as specified by Hoplon in correspondence with the Client prior to and during the Term and as agreed in the Schedule.
- (b) The Services provided by Hoplon are limited to the address and Household and do not to extend to other addresses, systems or users than those specified.
- (c) Any Services, including but not limited to any services provided on a time and materials basis, provided to the Client by Hoplon that may not be included in the Services and may not have been included in the Fee (**Additional Services**), will be charged to the Client in accordance with the rates and fees agreed between the parties in writing. Any indication of fees (whether provided in writing or otherwise by Hoplon) for such Additional Services are indicative only and may be charged differently at the time the Client acquires any such Additional Services.

2.6 Schedule

A Schedule for Services may be provided by Hoplon to the Client at any time, in the form specified by Hoplon.

2.7 Subcontractors

The Client agrees that Hoplon may delegate the performance of any of the Services (or other obligations under this agreement) to any of its subcontractors.

3. Suspension

3.1 Suspension

Hoplon may temporarily suspend (in part or whole, in its absolute discretion) the provision of the Services to Client if:

- (a) Hoplon is required by law to do so;
- (b) an event of Exceptional Circumstances occurs, which affects or may affect Hoplon's ability to provide the Services;
- (c) such suspension is pursuant to clause 6.3 (late payment of invoice);
- (d) a subcontractor, Third Party Content provider, suspends or terminates the provision of a product

or service that is on-supplied as a Service to the Client; or

- (e) Client is in breach of this agreement.

3.2 Effect of suspension

Suspension in accordance with clause 3.1 will not affect any rights which accrue prior to, or after, suspension to the Client's obligations under this agreement.

4. Third Party software licenses

4.1 Third Party Content

The Client acknowledges and agrees that:

- (a) Hoplon can (in its sole discretion) make use of Third Party Content when performing the Services, and incorporate such Third Party Content into Deliverables; and
- (b) Third Party Content may be subject to licences or other terms and conditions provided by the relevant third party.

4.2 Compliance

- (a) The Client must comply with the licence terms of all Hoplon software and Third Party Content installed or used in the provision of the Services.
- (b) The Client must not do or permit to do any act that breaches, or causes Hoplon to breach, a software licence installed or used in the provision of the Services.

5. General obligations

5.1 Client's obligations

The Client must:

- (a) where applicable, provide Hoplon with all reasonable information and access required by Hoplon to provide the Services or Deliverables in accordance with the terms of this agreement;
- (b) if required agree to purchase and install any resources necessary to enable proper provision of the Services or the installations, maintenance or use of any Deliverables;
- (c) provide Hoplon with a list of persons authorised to provide instructions and approve Services requests;
- (d) promptly notify Hoplon of any event or incident that is likely to, or will impact on the provision of the Services, Deliverables or any other obligation of Hoplon (including but not limited to Exceptional Circumstances);
- (e) notify Hoplon in reasonable prior notice of any scheduled or proposed upgrades, patches, or changes to, or installation of, the Client's Software, infrastructure or applications which may affect

Hoplon's ability to deliver the Services to the Household;

- (f) pay the Fees in accordance with the term of this agreement;
- (g) depending on the Services provided by Hoplon, comply with the backup procedures recommended by Hoplon;
- (h) comply with any reasonable direction of Hoplon, in order for Hoplon to perform the Services and comply with its obligations under this agreement; and
- (i) ensure that the Household, and any other person engaged by the Client or entrants to the Household, do not use the Services to:
 - (1) engage in any illegal or unlawful act;
 - (2) where applicable, make use of any resource supplied by Hoplon to an excessive extent as deemed by Hoplon;
 - (3) deliberately damage, interfere or interrupt the Service, or any telecommunications network, equipment, facilities or cabling owned or controlled by Hoplon or its third party suppliers, as those things may be configured from time to time;
 - (4) expose Hoplon to Liability; or
 - (5) engage in conduct otherwise deemed inappropriate by Hoplon.

Hoplon may request the Client to stop doing something which Hoplon believes (in its sole discretion) is contrary to or inconsistent with this clause 5.1. The Client must comply with any such request without undue delay. If Client does not, then Hoplon may take such steps it considers reasonably necessary to ensure compliance with clause 5.1 or the request.

5.2 Third party dealings

The Client agrees to use the Services for its sole benefit and must not redistribute the Services to a third party (including the Client's customers) unless:

- (a) a Schedule expressly grants such a right; or
- (b) Hoplon provides its prior written consent (which may but not must be granted on any terms which Hoplon considers appropriate, in its sole discretion).

5.3 Service limitations

The Client acknowledges and agrees that:

- (a) Hoplon's obligations under this agreement do not extend to problems: caused by hardware or software faults, misconfiguration prior to Commencement Date, software product conflicts, Client's failure to follow the directions or recommendations of Hoplon;
- (b) Hoplon's ability, and obligation, to provide the Services is subject to Client complying with its



obligations under clause 5.1 and any other limitation or exclusion set out in this agreement;

- (c) the cost of third party application support consumables, software, network upgrades, fonts, photography and any associated services are outside the scope of the Services and are the full responsibility of the Client;
- (d) the maintenance or support of any Deliverables, any server upgrades, network device upgrades and software upgrades are outside the scope of this agreement unless specified in the Schedule;
- (e) Hoplon is under no obligation to backup or otherwise retain data or applications not included in the Services; and
- (f) Hoplon's obligations under this agreement do not extend to delivering tailored Services or Deliverables which work on, or are compatible with, new platforms or operating environments beyond the specifications for the Services and/or Deliverables.

6. Payment

6.1 Payment

Hoplon will issue the Client with a Tax Invoice for the Fees payable under this Agreement.

6.2 Credit Card payments

- (a) Where the Client has elected to pay the Fees by credit card or direct debit by providing its direct debit details to Hoplon, Hoplon will automatically charge the Fees to the credit card or selected bank account details within 21 days of providing a Tax Invoice for such Fees to the client.
- (b) Should the Client dispute the amount of Fees charged to the Client's credit card, the Client must provide notice in writing within seven (7) days of such Fees being charged to the Client's credit card.

6.3 Late or non-payment of invoices

If the Client fails to pay an invoice within the time period referred to in clause **Error! Reference source not found.**, Hoplon may do any one or more of the following:

- (a) charge interest on the amount owing at 5 percent per month;
- (b) restrict or suspend the Services in accordance with clause 3; and/or
- (c) terminate this agreement.

6.4 Fees review

- (a) The Client agrees that Hoplon may review and revise the Fees on 14 days' written notice to Client, and subject to clause 6.4(b) not more than once in any 12 months during the Term of this agreement.
- (b) Hoplon may increase the Fees at any time should costs from its Third Party Content suppliers

increase during the Term of this agreement with 14 days' written notice to the Client.

- (c) If the Client does not agree with the Fees revision as notified by Hoplon under 6.4(a) or 6.4(b), the Client must elect to terminate the agreement within 14 days of being notified of the fees increase, in accordance with clause 14.

7. Goods and Services Tax

7.1 GST exclusive

Unless expressly stated to the contrary, all amounts expressed in this agreement are exclusive of GST.

7.2 Recipient to pay Supplier

- (a) If a party (the Supplier) is obliged under the GST Law to pay an amount of GST for a taxable supply made by the Supplier to another party (the Recipient) under this agreement, the Recipient must pay the Supplier an amount equal to the GST payable on the supply by the Supplier.
- (b) The Recipient must pay the amounts referred to in clause 7.2(a) and any interests, penalties, fines or expenses relating to the GST, in addition to and at the same time as the consideration otherwise payable by the Recipient for the supply.

7.3 Tax Invoice

If requested by the Recipient, the Supplier must provide the Recipient with a Tax Invoice on or before payment of the amounts required by clause 7.2.

8. Intellectual Property Rights

8.1 Hoplon IP

- (a) No rights of ownership to Hoplon IP are transferred under the Agreement.
- (b) Hoplon grants Client a Term-limited, non-exclusive, non-transferable, irrevocable (subject to clause 14), royalty-free licence (subject to clause 6.1) to its Intellectual Property Rights in Hoplon IP, but only to the extent necessary for Client to use any Deliverable embodying any such rights.

8.2 New IP

Upon its creation all New IP will be owned by, vest in, and (to the extent required) be assigned to Hoplon IP, the creating party.

8.3 Client Data

All Client Data remains owned by the Client.

9. Confidential information

- (a) A party must not, without the prior written approval of the other party, disclose the other party's Confidential Information.
- (b) Each party must take all reasonable steps to ensure that its employees and agents, any sub-contractors, or persons otherwise engaged for the



purposes of this agreement, do not make public or disclose the other party's Confidential Information.

- (c) Each party must ensure information and materials of the other party in its custody is kept secure.
- (d) Each party must on demand, return to the other party any Confidential Information supplied by the other party in connection with this agreement.

10. Liability

10.1 Consumer guarantees

- (a) Hoplon's Services may come with guarantees that cannot be excluded under the Australian Consumer Law.
- (b) The following applies where any warranties against defects are offered to the Client by Hoplon under this agreement:
 - (1) Hoplon's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law.
 - (2) For major failures with the services, the Client is entitled:
 - (A) to cancel the service contract with the Hoplon; and
 - (B) to a refund for the unused portion of, or compensation for its reduced value.
 - (3) The Client is also entitled to choose a refund or replacement for major failures with the goods. If a failure with the goods or a service does not amount to a major failure, the Client is entitled to have the failure rectified in a reasonable time. If this is not done, the Client is entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. The Client is also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure with the goods or services.

10.2 Exclusion of liability

- (a) To the extent permitted by law, in no event will Hoplon be liable to the Client for Consequential Loss, even if Hoplon has been made aware of the possibility of such Consequential Loss prior to entering into this agreement.
- (b) To the extent permitted by law, in no event will Hoplon be liable to the Client for loss or corruption of Client Data (including as arising out of actions of a subcontractor, Third Party Content provider) even if Hoplon has been made aware of the possibility of such loss or corruption of Client Data prior to entering into this agreement.
- (c) The Client acknowledges and agrees that to the extent a Deliverable includes software, that software is never error or defect free, and that the mere presence of defects or errors in software will

not constitute a breach of Hoplon's obligations under this agreement.

- (d) If Hoplon is Liable in connection with this agreement (whether in contract, tort, indemnity or statute), then irrespective of anything else in this agreement, Hoplon's cumulative Liability in the aggregate (to the fullest extent permitted by law) shall in no event exceed the lesser of the Fees paid by the Client or \$5,000.
- (e) This clause 10 does not exclude or limit the Client's obligation to pay the Fees and all other amounts payable under this agreement.

11. Indemnity

The Client indemnifies, and will keep indemnified, Hoplon, its Related Entities or its Personnel, successors and assigns (**Indemnified Persons**) against any and all Claims and Loss arising from or in connection with:

- (a) any fraud or wilful misconduct of the Household under or in connection with this agreement;
- (b) the acts or omissions of the Household under or in connection with this agreement;
- (c) the Client's alleged infringement or misappropriation of a Hoplon's or a third party's Intellectual Property Rights; and
- (d) violation of any applicable law.

12. Client Warranty

The Client warrants to Hoplon that it has full right and title to enter into this agreement and to grant the rights it sets out to Hoplon.

13. Transition out

- (a) Unless otherwise agreed in writing between the parties, in no way is Hoplon required to provide any assistance to facilitate the transition of Client Data or anything else reasonable necessary to migrate the Services to the Client or any nominee of the Client (including alternate service providers).
- (b) Hoplon is entitled to charge reasonable fees to the Client for any transition related services.

14. Termination

14.1 Termination for cause

Either party may terminate this agreement immediately by written notice upon the occurrence of one of the following events: the other party is in breach of this agreement, an Insolvency Event in respect of the other party or cessation of the supply of Third Party Content.

14.2 No prejudice of rights

Termination shall not prejudice or affect any right or action which shall have accrued or shall thereafter accrue to either party.

14.3 Consequences of Termination

Upon termination of this agreement:

- (a) Hoplon will cease performing the Services;
- (b) all money due by the Client to Hoplon must be paid in full; and
- (c) each party must return to the other party of (if requested by the other party) destroy, all Confidential Information belonging to the other party.

14.4 Survival

The following clauses survive termination of this agreement: clause 4 (Third Party Software), clause 8 (Intellectual Property Rights); clause 9 (Confidential Information), clause 10 (Liability); clause 11 (Indemnity), clause 14.3 (Consequences of Termination); and this clause 14.4.

15. Force Majeure

15.1 Suspension of obligations

If a party (**Affected Party**):

- (a) is prevented from, or delayed in, performance of an obligation (other than an obligation of Client to pay money) by an event of Exceptional Circumstance; and
- (b) the Affected Party, as soon as possible after the event of Exceptional Circumstance notifies the other party providing particulars of:
 - (1) the event of Exceptional Circumstance;
 - (2) the anticipated period of delay; and
 - (3) the action (if any action is reasonably possible) the Affected Party intends to take to mitigate the effect of the delay,

then those obligations of the Affected Party are suspended for the duration of the event of Exceptional Circumstance.

15.2 Obligations on other party

The party which is not the Affected Party must use all reasonable endeavours to remove or mitigate its Loss arising from, and the effects of, the event of Exceptional Circumstance.

16. Miscellaneous

16.1 Notices

The parties may give each other notice under this agreement by email or by post at the Hoplon Details or Client Details addresses, as applicable.

16.2 Governing Law and Jurisdiction

These terms will be governed by and construed in accordance with the laws of Queensland, Australia, and the

parties submit to the non-exclusive jurisdiction of the Courts of Queensland, Australia.

16.3 Exercise rights

A single or partial exercise or waiver by a party of any right under or relating to this agreement will not prevent any other exercise of that right or the exercise of any other right.

16.4 No assignment

A party must not assign, transfer or novate all or any part of its rights or obligations under or relating to this agreement or grant, declare, create or dispose of any right or interest in it, without the prior written consent of each other party.

16.5 Severability

If a provision of this agreement is illegal, invalid, unenforceable or void in a jurisdiction it is severed for that jurisdiction and the remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected.

16.6 Variation

An amendment or variation to this agreement is not effective unless it is in writing and signed by the parties.

16.7 Waiver

- (a) A party's waiver of a right under or relating to this agreement, whether prospectively or retrospectively, is not effective unless it is in writing and signed by that party.
- (b) No other act, omission or delay by a party will constitute a waiver of a right.

16.8 Counterparts

This agreement may be executed in any number of counterparts each of which will be considered an original but all of which will constitute one and the same instrument. A party who has executed a counterpart of this agreement may deliver it to, or exchange it with, another party by:

- (a) faxing; or
- (b) emailing a pdf (portable document format) copy of, the executed counterpart to that other party.

16.9 Whole agreement

This agreement:

- (a) is the entire agreement and understanding between the parties relating to the subject matter of this agreement; and
- (b) supersedes any prior agreement, representation (written or oral) or understanding on anything connected with that subject matter.

17. Definitions and interpretation

17.1 Definitions

In this agreement:

Affected Party is a party referred to in clause 15.1.

Authorised Officer of a party which is a corporation means:

- (a) an employee of the party whose title contains either of the words Director or Manager;
- (b) a person performing the function of any of them;
- (c) a solicitor acting on behalf of the party; or
- (d) a person appointed by the party to act as an Authorised Officer for the purposes of this agreement and notified to the others.

Basic Support means 8am - 5pm (AEST) Business Days via dedicated support lines for basic queries, bug fixes and patches on Third Party Content (as determined in the reasonable discretion of Hoplon) and ongoing review of cyber security threats and advising the Client of implementation best practices and protocols.

Business Day means:

- (a) if determining when a notice, consent or other communication is given, a day that is not a Saturday, Sunday or public holiday in the place to which the notice, consent or other communication is sent; and
- (b) for any other purpose, a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Brisbane.

Claim means, in relation to a person, any action, allegation, claim, demand, judgment, liability, proceeding, remedy, right of action or right of set-off made against the person concerned however it arises whether:

- (a) it is present, unascertained, immediate, future or contingent;
- (b) it is based in contract, tort, statute or otherwise; or
- (c) it involves a third party or a party to this agreement.

Client Data means all data made available by the Client to Hoplon for the provision of the services to the Client (excluding anything embodying the proprietary rights, including Intellectual Property Rights, of Hoplon or its Related Entities).

Commencement Date means the date the Client agrees to be bound by the terms of this agreement, by requesting supply of Services and, in doing so, by:

- (a) clicking "I accept" (or equivalent) where indicated on platform, portal or website for the online terms of service which references these Service Terms;
- (b) providing Hoplon with instructions to undertake the Services once having had an opportunity to view the Service Terms; or
- (c) by signing this Agreement in accordance with the execution page.

Confidential Information means, in relation to each party (for the purposes of this definition, **Discloser**), all

information disclosed by or on behalf of the Discloser, concerning or relating to:

- (a) the fee and remuneration structure set out in this agreement;
- (b) know-how, trade secrets, ideas, marketing strategies, operational information, technical information and financial information;
- (c) proprietary software tools, business processes, project management methodologies and tools, software testing and verification methods, solution architecture models and solutions;
- (d) its business affairs (including products, services, customers and suppliers); and
- (e) other information, which, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential,

but excluding any such information:

- (f) which is publicly known;
- (g) which is disclosed to the other party without restriction by a third party (other than the Discloser) and without any breach of confidentiality by that third party; or
- (h) which is developed independently by other party without reliance on any of the confidential information.

Consequential Loss means any of the following: loss of revenue; loss of profits; loss of opportunity to make profits; loss of business; loss of business opportunity; loss of use or amenity, or loss of anticipated savings; special, exemplary or punitive damages; and any loss which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to the liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into this agreement, including any of the above types of loss arising from an interruption to a business or activity.

Corporations Act means the *Corporations Act 2001* (Cth).

Credit Card Authority Form means the online form made available by Hoplon to the Client which contains the Client name, number of Users, Household Details and Fees, amongst other details.

Deliverables means the specific materials which Hoplon expressly designates shall be supplied to the Client by Hoplon.

Exceptional Circumstance means a circumstance beyond the reasonable control of the parties which results in a party being unable to observe or perform on time an obligation under this agreement. Such circumstances include: adverse changes in government regulations; any disaster or act of God, lightning strikes, atmospheric disturbances, earthquakes, floods, storms, explosions, fires and any natural disaster; acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, cyber attacks, viruses or malware, data loss as a result of the actions of a third party; strikes or

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industrial disputes; materials or labour shortage; and acts or omissions of any third party network providers (such as internet, telephony or power provider).

Fees means the fees payable the Client for the Services, as specified by Hoplon in the Credit Card Authority Form.

GST has the meaning given in the GST Law.

GST Law means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hoplon Details means address of 175 Melbourne St South Brisbane QLD 4101 and email info@hoploncyber.com.

Hoplon IP means all Intellectual Property Rights created, owned or licensed by the parties independently of this agreement, including software architecture, solution models, graphic design content, design ideas and concepts.

Household means the address at which the Client/s and the User/s reside, as specified by the Client in the Credit Card Authority Form and any other frequent entrants to the Client's address who may be reasonably expected to utilise the Client's systems.

Insolvency Event means an event of bankruptcy or insolvency, an assignment for the benefit of creditors, the appointment of a receiver, receiver and manager, provisional liquidator, liquidator and official manager or any similar person to any assets of a person, a failure to comply with a statutory demand, or anything else which occurs which is analogous or has a substantially similar effect, under the laws of any jurisdiction, or the person is otherwise insolvent or unable to pay its debts as and when they fall due.

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, circuit layouts, designs, trade marks, know-how, confidential information, patents, inventions, plant breeder's rights and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.

Liability means any liability, debt or obligation, whether actual, contingent or prospective, present or future, qualified or unqualified or incurred jointly or severally with any other person.

Loss means any loss (including Consequential Loss), claims, actions, liabilities, damages, expenses, diminution in value or deficiency of any kind whether direct, indirect, consequential or otherwise.

Material means property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.

New IP means any and all Intellectual Property Rights created in the course of, or connection with, the performance of the Services.

Personnel means in relation to a party, any Related Body Corporate, Related Entity, employee, officer, agent, contractor, professional adviser of that party.

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

Related Body Corporate includes any corporation that is deemed to be related to a person by virtue of the provisions of the *Corporations Act*.

Related Entity means a person which is a related entity within the meaning of that term in section 9 of the *Corporations Act*.

Schedule (if applicable) means a document prepared by Hoplon detailing the scope of Services required to be provided by Hoplon to the Client and the Fee for those Services, which is agreed by both of the parties.

Services means the specialised cyber security for families services to be provided by Hoplon Cyber Security per the Term in clause 1.2 and the Schedule during the Term of the agreement.

Software means and includes all source code, object code and/or macros, modifications and developments of that software, and new releases or versions of that software.

Tax means any present or future tax, levy, deduction, impost, withholding, charge or duty which is levied or imposed by any government body together with any interest, penalty or fine on those amounts.

Tax Invoice means a "tax invoice" compliant with the requirements of the GST Law.

Term has the meaning in clause 1.2.

Third Party Content means any Software, Intellectual Property Rights or material which is owned by a third party and includes (but is not limited to) open source Software.

Where a term used in this agreement appears in bold type in the Reference Schedule, that term has the meaning shown opposite it in the Reference Schedule.

17.2 Interpretation

- (a) Unless the contrary intention appears, a reference in this agreement to:
- (1) this agreement or another document includes any variation or replacement of it despite any change in the identity of the parties;
 - (2) one gender includes the others;
 - (3) the singular includes the plural and the plural includes the singular;
 - (4) a person, partnership, corporation, trust, association, joint venture, unincorporated body, government body or other entity includes any other of them;
 - (5) an item, recital, clause, subclause, paragraph, schedule or attachment is to an item, recital, clause, subclause, paragraph of, or schedule or attachment to, this agreement and a reference to this

agreement includes any schedule or attachment;

- (6) a party includes the party's executors, administrators, successors, substitutes (including a person who becomes a party by novation) and permitted assigns;
 - (7) any statute, ordinance, code or other law includes regulations and other instruments under any of them and consolidations, amendments, re-enactments or replacements of any of them;
 - (8) money is to Australian dollars, unless otherwise stated; and
 - (9) a time is a reference to Brisbane time unless otherwise specified.
- (b) The words include, including, such as, for example and similar expressions are not to be construed as words of limitation.
 - (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
 - (d) Headings and any table of contents or index are for convenience only and do not affect the interpretation of this agreement.
 - (e) A provision of this agreement must not be construed to the disadvantage of a party merely because that party or its advisers were responsible for the preparation of this agreement or the inclusion of the provision in this agreement.

17.3 Business Days

- (a) If anything under this agreement must be done on a day that is not a Business Day, it must be done instead on the next Business Day.
- (b) If an act is required to be done on a particular day, it must be done before 5.00pm on that day or it will be considered to have been done on the following day.

17.4 Parties

- (a) If a party consists of more than one person, this agreement binds each of them separately and any two or more of them jointly.
- (b) An agreement, covenant, obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them separately.
- (c) An agreement, covenant, obligation, representation or warranty on the part of two or more persons binds them jointly and each of them separately.



Schedule

Services	First Year	
	Subsequent Periods	<p>Ongoing education</p> <p>Regulation alerts as new threats or issues emerge</p> <p>Management and maintenance of security applications and applications providers</p> <p>Completion of any annual review of needs and requirements</p> <p>Ongoing access to our call centre for help and assistance</p> <p>Access to our incident response service if required</p> <ul style="list-style-type: none"> - Family digital ecosystem assessment and advice - Software implementation - Threat and cyber defence education: protocols, behaviours, tips, parent and family strategies - Ongoing monitoring and identification of threats - Pro-active updating and upgrading of defences - Onboarding of new devices as acquired by clients - Ongoing incident response and resolution

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		- Ongoing access to IT call centre for help & assistance
Fees		Fees for Services are specified in writing by Hoplon in the Credit Card Authority Form. Fees for Additional Services will be determined by Hoplon at the time such Additional Services are acquired.
Commencement Date		The date the Client provides its agreement to the terms of this Client Services Agreement by clicking 'I agree' or otherwise submitting its details via the Credit Card Authority Form, or the date of first use of the Services, whichever is earlier.
Additional Services		Bespoke Solutions – as required and determined by Hoplon and the Client.
Third Party Content to be supplied		Express VPN, Webroot, IINET, Mailguard, Lastpass, IDrive, Cyber Aware, Secure Mail, Emergence Cyber Insurance.



Annexure 1

Third Party Suppliers Terms & Conditions:

[EMERGENCE INSURANCE Privacy Policy](#)

[WEBROOT Privacy Overview, Policies, and Statements](#)

[Webroot Inc. Terms of Service](#)

[MailGuard Service Terms and Conditions](#)

[ExpressVPN Terms of Service](#)

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