

# datmedia SERVICES RATE CARD and STANDARD TERMS & CONDITIONS

V22.2

Please see below for the Services Fees and standard Terms of Trade you agree to when working with datmedia.

Please note that these terms and fees may be updated from time to time with 30 days notice given.

## Contents:

Page 2	datmedia Standard Terms and Conditions
Page 14	Laqorr Content Management Software Standard Terms and Conditions
Page 16	Digital Signage 'As-A-Service' Standard Terms and Conditions

If you have any questions about these documents please contact your datmedia representative or our main office via (07) 5575 7798 or [hello@datmedia.com.au](mailto:hello@datmedia.com.au)

Thank you for choosing datmedia.

 [f](#) [@](#) [in](#) [t](#) @teamdatmedia

---

[hello@datmedia.com.au](mailto:hello@datmedia.com.au) 07 5575 7798 [www.datmedia.com.au](http://www.datmedia.com.au)

## datmedia Standard TERMS AND CONDITIONS

### datmedia Services Rate Card

SERVICES	FEEES (ex GST)	UNIT
<b>Technical Support</b>		
Help Desk Phone Support (outside of Active Monitoring service)	\$185.00	per hour
<b>Content Services</b>		
Content Management	\$230.00	per hour
Content Design & Production	\$230.00	per hour
<b>Training</b>		
On-Site Training (plus travel costs)	\$230.00	per hour
Phone Training	\$230.00	per hour
<b>On-Site Technical &amp; Repairs</b>		
Call Out Fee - Business Hours	\$75.00	per call
Call Out Fee - After Hours	\$90.00	per call
Labour - Business Hours Eastern Metro	\$185.00	per hour
Labour - Business Hours ACT + Perth	\$215.00	per hour
Labour - After Hours Eastern Metro (minimum 4hrs per tech)	\$220.00	per hour
Travel - to regional/country locations (where no local technician in the datmedia network exists): same as relevant hour labour rate		
<b>Technical Support - remote</b>	\$185.00	per hour
<b>Project Management</b>	\$230.00	per hour
<b>Monthly Excess Data Fee<sup>^</sup></b>	\$40.00	per 1GB
<b>Out of Warranty Management</b>	\$90.00	per claim

**1.Note:** A 4-hour minimum call-out applies to After Hours / Weekend / Public Holiday labour.

**2.Note:** Travel applies when site is >80km radius from the nearest City's GPO.

**3.Note:** Excess data fee only applies to customers utilising mobile data plans to connect device and covers 4G data used beyond your mobile data plan inclusions as stated on your quote.

    @teamdatmedia

hello@datmedia.com.au 07 5575 7798 www.datmedia.com.au

## Technical Support

Should you require technical support you can contact datmedia via [www.datmedia.com.au/support](http://www.datmedia.com.au/support). If you are not able to do this you can email [support@datmedia.com.au](mailto:support@datmedia.com.au). The service is monitored during normal business hours. For urgent matters outside of business hours you can also call 07 5575 7798 and will be diverted to an on-call team member who will be able to assist over the phone directly or via a return call shortly after (charges apply: Help Desk Phone Support (Weekend) \$185.00 per hour).

## Active Monitoring

If your Laqorr CMS fee includes our Active Monitoring service then your digital display is proactively monitored during business hours by datmedia's help desk team. If there is an issue with the display that cannot be remotely resolved our team may be in touch with your staff to ask for troubleshooting assistance (usually basic interventions such as turning the power on/off).

## Troubleshooting Guides

datmedia has published guides in our Knowledge Base to assist your staff with onsite troubleshooting. They are also dispatched to the site in hard copy with all players for easy access.

## Warranty and Service Terms & Conditions

If it is necessary to send a technician to site to investigate and/or repair an issue datmedia will send a Service Authority Request email to the nominated authority for that site (usually the store owner) outlining the issue, warranty status and any expected costs for approval by return email before proceeding with the on-site service.

All products supplied by datmedia are covered by their respective Manufacturers Warranties. Unless specified, the standard warranty conditions will apply, and no provisions have been made for an extension of these warranties.

If the issue does not meet the warranty conditions, a Warranty Management Claim Fee will apply, as per our standard rate card.

Equipment warranties will be specified on the sales order and are usually either 'on-site warranty' (the manufacturer will send a technician to site to repair at no charge to the customer) or 'return to base warranty' (the product must be returned to the manufacturer at the owners cost for repair or replacement).

If a product requires warranty and you require datmedia to attend site, investigate, repair, remove, freight and/or reinstall the product our standard service call rates and/or freight will apply.

Installation Warranty: datmedia will repair any workmanship related problems that you report to us within the 12-months after installation. Damage to our work is not covered. We are responsible for the correction of our immediate work only and not for the conditions that may have been caused.

### Installation Terms & Conditions

#### 1) Client responsibilities:

a. Lead times. Please allow adequate lead times for our team to order equipment and book your installation. Typical lead times are as per below but please check with our team as early as possible as certain items may require longer:

- i) Equipment orders: 4-6 weeks prior to scheduled installation date;
- ii) Installation: 2 weeks prior to scheduled installation date.

b. Site readiness. Please ensure site is ready for installation on the agreed date and time as per the following list:

- iii) Installers have unimpeded access to site and equipment.
- iv) Other trades have completed prerequisite works (eg. power, shopfitting, data)
- v) Cabinetry/enclosures/fixing points etc by shopfitters are complete and in-place (datmedia should be consulted before finalising plans for the above).
- vi) Centre management and/or other relevant authorities have been advised of and have approved works. Where applicable this includes notifying the responsible Security Company to ensure access is granted and a Security Guard is on site for the duration of the installation
- vii) Site is ready to accept delivery of equipment up to 5 days before the install date. datmedia endeavours to schedule delivery as close as possible to the install date however

    @teamdatmedia

---

hello@datmedia.com.au 07 5575 7798 www.datmedia.com.au

it is the client's responsibility to ensure the equipment (which can be bulky and/or fragile) is kept safe and secure on site when delivered.

- viii) Access to data is required to each media player being installed so that it can be controlled and monitored via the CMS. A hard-wired ethernet connection is preferred however a WiFi connection with good signal strength will also work. Please note that if the WiFi SSID or passwords are changed at any time then each media player will need to be updated on site at the cost of the client as this cannot be updated remotely. Dial-up internet is not sufficient.

c. Self Installation. For clients arranging their own installation, please note that datmedia cannot guarantee the arrival times of stock to site and will not be held responsible for any costs associated with stock or freight delays. We recommend to check that stock has arrived before sending installers to site.

d. Structural certification. datmedia recommends that the client seek independent structural certification for the chosen installation location. Engineering certification is the client's responsibility. datmedia make no guarantee to the structural suitability of any existing structure, location or connection detail and the client indemnifies datmedia (the company, its staff and contractors) and its installation contractors of any liability relating to structural failure or unsuitability of the structure or fixings to perform the required duty. Indemnity includes and is not limited to property damage, compensation, death or injury. datmedia's installation contractors provide a guarantee that they will complete their specified works using best practice and follow detailed installation and connection method providing that they do not find cause for the works to be potentially unsafe, either to its staff during install or the public once installed herein referred to as 'Duty of Care'. Should any of the works compromise datmedia and/or its installation contractor's duty of care, datmedia or the installation contractor will immediately cease work and notify the client of the issue and offer a resolution. At such time the client may choose to accept the proposed resolution or propose an alternative solution but at no time will datmedia or its installation contractors compromise their duty of care and such refusal to do so does not constitute a breach of contract. This undertaking by datmedia does not waive the client's responsibilities for ensuring the works datmedia are directed to carry out are structurally sound.

e. Video wall structure. For multi-screen video wall installations, it is the client's responsibility to ensure that the wall or structure supporting the video wall must be completely flat to allow correct alignment of screens. Failure to do so may require the installation works to be delayed and requoted.

f. Fixed cabling. Unless detailed otherwise in the installation estimate, it is the responsibility of the client to provide installation of fixed cabling requirements including materials and termination.

g. Electrical. If datmedia have not detailed an inclusion of an electrician in the installation estimate all fixed wiring is to be supplied and installed by the client and the client's electrician may be required onsite at the time of installation to allow datmedia and its installation contractor to complete the work. Should datmedia be unable to complete the installation due to cabling or electrical issues additional costs may apply for non-continuation of works (see item 3 below).

h. Inspection and acceptance of delivered goods. It is the client's responsibility to ensure that upon delivery to site by courier, the nominated site contact inspects with reasonable care all packaging for any signs of

damage. Upon signing the courier's proof of delivery, the client accepts the goods as delivered and there is no longer any recourse to claim repair, refund or replacement of any damage from datmedia or the courier.

i. Rubbish Removal. Unless specifically included in our quote, disposal of equipment packaging & boxes is the responsibility of the client.

## **2. Existing Structure.**

Where datmedia and its installation contractors have been directed to install equipment to an existing structure the method of attachment and material attaching to will be agreed between the client and datmedia in consultation with the installation contractor. Once installation has commenced and if it is discovered that the structure varies considerably from the advised detail and/or compromises the structural integrity or datmedia duty of care, the issue will be escalated to the client for resolution. Such instances include but are not limited to, material thickness, clad surfaces, walls believed to be structurally sound but are not unsuitable to carry installed load, incorrect detailed dimensions provided to datmedia.

## **3. Delays or extra works.**

Unless detailed otherwise in the installation estimate, datmedia allows for all works to be completed in a continuous uninterrupted manner. The client is responsible for coordinating all prerequisite works to be completed prior to datmedia installation. Delays or interruptions with installation due to site issues, power, structural, unions, coordination with other trades or weather may incur additional costs for the completion of works.

## **4. Health & Safety.**

Job Safety Analysis (JSA) and Safe Work Method Statements (SWMS) are an Australian Standard and an expectation for all workplaces across Australia. Many sites do not have a particular policy in this regard but datmedia and its installation contractors requirement is to complete all processes for every installation site and issue a copy to the nominated site supervisor or client manager. Where the site has specific needs including specialised JSA, SWMS, Inductions, Supervisors, Site Meetings and Tool Box Meetings, unless detailed otherwise datmedia standard inclusion does not cover such requirements and additional costs will apply if required for datmedia staff and subcontractors to meet the requirements.

## **5. Estimates.**

datmedia can provide installation estimates based on the client brief and/or reasonable assumptions however we highly recommend that a site audit is completed by one of our technicians to confirm the details of the installation prior to moving forward to avoid additional costs incurred due to variances from the brief or assumptions.

## **6. Parking & travel.**

datmedia has local technicians in all CBD and most regional centres. In instances where travel is required to non-CBD locations this travel will be invoiced at the rates detailed in your estimate, quote or sales order. Should parking costs be incurred by technicians at the installation site, these costs will be added to the final invoice.

## **7. Ladders, Scaffolds & Assisted Lifts.**

Unless detailed otherwise in the installation estimate, datmedia has allowed for all works to be safely completed

using standard ladders where installers are working at less than 2 metres above ground level. datmedia has not made any allowance for assisted lifts such as boom lifts for scissor lifts. datmedia can arrange assisted lift hire if required however we require notice to do so. Where datmedia installers are unable to complete works without an assisted lift that was not previously identified this will be considered non continuous works and may incur additional costs for the completion of works (see item 3 above).

## Terms & Conditions of Trade

### 1. Definitions

1.1 "Seller" shall mean DAT Media Pty Ltd and its successors and assigns.

1.2 "Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.

1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Buyer on a principal debtor basis.

1.4 "Goods" shall mean Goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).

1.5 "Services" shall mean all services supplied by the Seller to the Buyer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra).

1.6 "Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.

### 2. Acceptance

2.1 Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.

2.2 Where more than one Buyer has entered into this agreement, the Buyer's shall be jointly and severally liable for all payments of the Price.

2.3 Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.

2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.

2.5 The Buyer undertakes to give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice).

### **3. Goods**

3.1 The Goods are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Buyer.

### **4. Price And Payment**

4.1 At the Seller's sole discretion the Price shall be either;

- (a) as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
- (b) the Seller's quoted or estimated Price which shall be binding upon the Seller provided that the Buyer shall accept in writing the Seller's quotation or estimate within thirty (30) days.

4.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.

4.3 At the Seller's sole discretion, payment for approved Buyers shall be made by instalments in accordance with the Seller's delivery/payment schedule.

4.4 At the Seller's sole discretion, payment for approved Buyer's shall be due on thirty (30) days following the end of the month in which a statement is posted to the Buyer's address or address for notices.

4.5 At the Seller's sole discretion, for certain approved Buyers payment will be due seven (7) days following the date of the invoice.

4.6 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Buyer and the Seller.

4.7 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.

### **5. Delivery Of Goods / Services**

5.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

5.2 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.

5.3 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

### **6. Risk**

6.1 If the Seller retains property in the Goods nonetheless, all risk for the Goods passes to the Buyer on delivery.

6.2 If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these Terms and Conditions of Trade (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable for the Goods. This applies whether or not the Price has become payable under the Contract. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

## **7. Buyer's Disclaimer**

7.1 The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Buyer acknowledges that he buys the Goods relying solely upon his own skill and judgement and that the Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than the warranty given by the Manufacturer which warranty shall be personal to the Buyer and shall not be transferable to any subsequent Buyer.

## **8. Defects / Returns**

8.1 The Buyer shall inspect the Goods on delivery and shall notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

8.2 For defective Goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:

- (a) the Buyer has complied with the provisions of clause 8.1;
- (b) the Goods are returned at the Buyer's cost within forty-eight (48) hours of the delivery date;
- (c) the Seller will not be liable for Goods which have not been stored or used in a proper manner;
- (d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonable possible in the circumstances.

## **9. Warranty**

9.1 The warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall be under no liability whatsoever, except for the express conditions as detailed and stipulated in the manufacturer's warranty.

## **10. The Commonwealth Trade Practices Act 1974 and Fair Trading Acts**

10.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the Commonwealth Trade Practices Act 1974 or the Fair Trading Acts in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

## 11. Intellectual Property

11.1 Where the Seller has designed or drawn Goods for the Buyer, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Buyer at the Seller's discretion.

11.2 Conversely, in such a situation, where the Buyer has supplied drawings, the Seller in its sale conditions may look for an indemnity (the specifications and design of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller).

11.3 Where any designs or specifications have been supplied by the Buyer for manufacture, by or to the order of the Seller then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

11.4 The Buyer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyer's order.

## 12. Default & Consequences Of Default

12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 9.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.

12.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.

12.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.

12.4 If any account remains unpaid at the end of the second month after supply of the Goods or Services an immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

12.5 In the event that:

- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
- (b) the Buyer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer; then without prejudice to the Seller's other remedies at law
  - (i) the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and

- (ii) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable in addition to the interest payable under clause 12.1 hereof.

### 13. Title

13.1 It is the intention of the Seller and agreed by the Buyer that property in the Goods shall not pass until:

- (a) The Buyer has paid all amounts owing for the particular Goods, and
- (b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.

13.2 It is further agreed that:

- (a) Until such time as ownership of the Goods shall pass from the Seller to the Buyer the Seller may give notice in writing to the Buyer to return the Goods or any of them to the Seller. Upon such notice the rights of the Buyer to obtain ownership or any other interest in the Goods shall cease.
- (b) If the Buyer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Buyer, or any premises as the invitee of the Buyer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.
- (c) The Buyer is only a bailee of the Goods and until such time as the Seller has received payment in full for the Goods then the Buyer shall hold any proceeds from the sale or disposal of the Goods on trust for the Seller.
- (d) The Buyer shall not deal with the money of the Seller in any way which may be adverse to the Seller. (e) Receipt by the Seller of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then the Seller's ownership of rights in respect of the Goods shall continue.
- (f) The Buyer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of the Seller.
- (g) The Seller may require payment of the Price or the balance of the Price due together with any other amounts due from the Buyer to the Seller arising out of these terms and conditions, and the Seller may take any lawful steps to require payment of the amounts due and the Price.
- (h) The Seller can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Buyer.
- (i) Until such time the Buyer has the Seller's authority to convert the goods into other products and if the goods are so converted, the parties agree that the Seller will be the owner of the end products.

### 14. Security And Charge

14.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:

- (a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the

Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

- (b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) To give effect to the provisions of clause [14.1 (a) and (b)] inclusive hereof the Buyer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Buyer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

## 15. Cancellation

15.1 The Seller may cancel these terms and conditions or cancel delivery of Goods at any time before the Goods are delivered by giving written notice. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

## 16. Privacy Act 1988

16.1 The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.

16.2 The Buyer and/or the Guarantor/s agree that the Seller may exchange information about Buyer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- (a) To assess an application by Buyer;
- (b) To notify other credit providers of a default by the Buyer;
- (c) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
- (d) To assess the credit worthiness of Buyer and/or Guarantor/s.

16.3 The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

16.4 The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:

- (a) provision of Services & Goods;

- (b) marketing of Services and/or Goods by the Seller, its agents or distributors in relation to the Services and Goods;
- (c) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Services/Goods;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and
- (e) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Services and Goods.

16.5 The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Buyer; and or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.

## 17. General

17.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.2 All Goods supplied by the Seller are subject to the laws of Queensland and the Seller takes no responsibility for changes in the law which affect the Goods supplied.

17.3 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.

17.4 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.

17.5 The Buyer shall not set off against the Price amounts due from the Seller.

17.6 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.

17.7 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the seller notifies the Buyer of such change.

17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock out, industrial action, fire, flood, drought, storm, public health emergency or other event beyond the reasonable control of either party.

## Laqorr Content Management Software STANDARD TERMS AND CONDITIONS

### 1. Permitted Use

The Customer must only use the Laqorr Software System in the Territory specified in the Laqorr End User Agreement for its intended purpose and in accordance with directions from time to time provided by datmedia or its authorised distributor. "Territory" means the country or geographical area as specified in the Laqorr End User Agreement

### 2. Licence

The Licence is non-exclusive and non-transferable and for use only within the internal operations of the Customer at the store location specified on the Order Form or premises in which the hardware is installed by datmedia or its authorised distributor.

### 3. Hardware

datmedia or its authorised distributor can supply and sell to the Customer hardware suitable for the Laqorr Software System, if requested.

### 4. Installation

datmedia or its authorised distributor can organise for purchased hardware (if any) to be installed, if requested.

### 5. Term

The Licence is for an initial term of twelve (12) months. Thereafter the licence will continue from month to month. After the initial 12 month term, the licence can be terminated by the Customer or datmedia on not less than one (1) month's written notice to the other.

### 6. Payment

If the Customer fails to make any payment on time to any authorised distributor within seven (7) days of the due date for any payment datmedia may immediately terminate the Licence and access to the Laqorr Software System after giving not less than two (2) business days' notice to the Customer and datmedia shall not have any liability whatsoever to the Customer as a result of such termination.

### 7. No copying of Laqorr Software System

The Customer must not copy, modify, duplicate, deal with or do anything with the Laqorr Software System or the software supporting such system which is inconsistent with the permitted use in Clause 1 above.

### 8. Confidentiality

The Customer and datmedia acknowledge and agree that all information concerning the Licence and all information obtained by either party as a result of this Licence or the use of the Laqorr Software System is confidential and both parties must keep same strictly confidential and not disclose same to any third party without the prior consent of the other party.

## **9. Modifications and Enhancements**

datmedia reserves the right to modify or enhance the Laqorr Software System from time to time to improve its functionality. The Customer acknowledges that although the Laqorr Software System has been extensively tested it may not be free of bugs or defects and the Customer releases datmedia from any claims or demands as a result of such bugs or defects. datmedia reserves the right to temporarily suspend access to the Laqorr Software System to enable it to implement modifications or enhancements or to rectify bugs or defects.

## **10. Storage**

The Customer acknowledges that there is a maximum storage limit of 20GB and agrees that a fee will apply should they exceed the stated limit .

## Digital Signage 'As A Service' STANDARD TERMS AND CONDITIONS

Convert your quoted package above into a 5 year operating lease payable monthly via our finance partner. This includes onsite technical and warranty support giving you certainty of total spend over the 5 years. At the end of the term, you can nominate to extend, upgrade, purchase or exit.

1. Your lease will be billed monthly via our finance partner. Should you wish to proceed we will forward you the agreement for review and approval
2. Your Laqorr license fees will be billed separately by datmedia
3. Term of lease is 60 months
4. All power points for screens require 24/7 permanent power on a dedicated circuit with a staff reset access switch
5. All power points in rack for digital signage equipment to be on 24/7 permanent power
6. Devices may need to be power-cycled occasionally and we will require your site staff's cooperation to perform this from time to time.
7. As-a-Service quote includes Hardware Maintenance Service fees, with the following exclusions:
  - a. rectification of defects or errors resulting from any modification of the System or Equipment made by any person other than datmedia;
  - b. rectification of operator errors;
  - c. improper use or mismanagement by the Client;
  - d. use of computer software other than the Software provided by datmedia in connection with the Equipment;
  - e. after hours / weekend / public holiday service incurs additional fees;
  - f. surcharge applies for travel more than 50km from GPO;
  - g. additional charges may apply when using non-standard courier;
  - h. reasons beyond the control of datmedia such as:
    - i. an internet connection problem;
    - ii. a third party software problem of any kind;
    - iii. a change of customer requirements;
    - iv. any failure of any third party service and/or technology;
    - v. any other factor beyond the control of datmedia
8. Our Service Level aims:
  - a. answer cases within four hours;
  - b. process on-site support within three business days;