

Subscription Use Agreement

IMPORTANT - READ CAREFULLY: THIS SUBSCRIPTION USE AGREEMENT (THE "AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU AND ANY COMPANY YOU REPRESENT (COLLECTIVELY, "YOU" AND "YOUR") INC. ("20T COMMUNICATIONS PTY LTD").

THIS AGREEMENT APPLIES TO (1) ALL SUBSCRIPTIONS FOR 20T COMMUNICATIONS PTY LTD (KNOWN AS 20T THROUGHOUT THIS DOCUMENT) HOSTED SOFTWARE AS A SERVICE (SAAS) SOLUTIONS (INCLUDING BUT NOT LIMITED TO WEB-BASED SALES AND MARKETING AUTOMATION SOFTWARE SOLUTIONS FOR BUSINESSES, MARKETERS AND ENTREPRENEURS) AND (2) ANY OTHER RELATED SERVICES THAT 20T MAY PROVIDE TO YOU IN CONNECTION WITH SUCH SAAS SOLUTIONS.

PLEASE READ THE AGREEMENT CAREFULLY BEFORE CONTINUING YOUR SUBSCRIPTION REGISTRATION. BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT AS SET FORTH IN ANY ONLINE OR PRINTED ORDER FORM REFERENCING THIS AGREEMENT, YOU AND ANY COMPANY YOU REPRESENT AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF YOUR COMPANY, YOU ARE REPRESENTING TO US THAT YOU HAVE THE AUTHORITY TO BIND YOUR COMPANY TO THIS AGREEMENT, AND THE TERM "YOU" SHALL REFER TO YOUR COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST CHOOSE THE "CANCEL" BUTTON AND YOU SHALL NOT BE PERMITTED TO USE THE 20T SERVICE.

ARTICLE I. DEFINITIONS

For purposes of this Agreement, the definitions set forth below apply:

"Authorized User" means any of Your employees, consultants, contractors or agents of any Related Body Corporate / Affiliate authorized by Your administrator to access and use the 20T Service on behalf of Your business, in each case subject to such person's agreement to be bound by the terms of this Agreement.

"Front End Code" means our user interface display and usability platform. This includes, but is not limited to, the layout, color scheme, HTML pages and source code, etc.

"20T Materials" means any documentation, user guides or other similar materials provided by 20T to You in connection with Your use of the 20T Service.

"20T Service" means any of the 20T set of SAAS solutions that are developed, operated, and maintained by 20T (and its third party service providers) and that are subscribed to through an 20T branded or controlled website (or 20T partner website) that includes a link to this Agreement. The definition of 20T Service does not include any separate professional Services (as defined below) that may be purchased by you from 20T.

"Order Form" means any online or written subscription order form for the 20T Service or for Services submitted by You either during an online subscription process or

separately signed by You and submitted to 20T, and any future purchase order or order form that makes reference to this Agreement.

"Services" means any implementation, training or other professional services provided by 20T to You pursuant to the terms of an Order Form.

"Subscription Term" means the use term for the 20T Service set forth on Your Order Form and any additional renewals of such term.

"Third Party Content" means the content, including software code that a 20T partner or other third party may bundle with the 20T Service, for a specific market or niche offering.

"Your Data" means registration information, information concerning Your Authorized Users and customers and contacts, business, marketing and financial information, and any similar data that you upload to the 20T Service.

ARTICLE II. USE RIGHTS AND RESTRICTIONS

2.1 Use Rights; Restrictions.

Subject to the terms of this Agreement, 20T grants to You during the Subscription Term the non-transferable (except as permitted below), non-exclusive right to permit Your Authorized Users to access and use the 20T Service (and any 20T Materials provided to You) to allow You to perform contact management, automated marketing, lead tracking and other related business functions that the 20T Service is designed to perform, subject to the following restrictions: (i) Your use of the 20T Service may not be on behalf of third parties unless a separate agreement between You and 20T permits use of the 20T Service on behalf of Your clients (and in such case limited to use on behalf of clients for whom You have purchased access and use rights); (ii) except as expressly permitted herein or in a separate partner agreement between You and 20T, You may not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource otherwise commercially exploit or make the 20T Service or the 20T Materials available to any third party; (iii) You may not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the 20T Service or 20T Materials (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law), or access or use the 20T Service or 20T Materials in order to build a similar or competitive product or service; (iv) Your use of the 20T Service (in terms of number of Authorized Users, maximum list sizes, monthly email limitations, etc.) shall conform with the restrictions set forth in the Order Form for the level of subscription purchased by You (20T may monitor Your compliance with these limits and if it detects overuse require that You upgrade to the appropriate higher subscription level); (v) Your use of the 20T Service must not cause undue strain or stress on the 20T network through excessive API calls or other non-standard use; and (v) Your use of the 20T Service must comply with the separate 20T Acceptable Use Policy posted on the 20T website (www.20T.net) as updated by 20T from time to time.

2.2 Technical Support. During the Subscription Term, You will be entitled at no extra charge to access online user guides, knowledge bases and self-help tools, and any

additional standard technical support resources (collectively, "Technical Support") for the 20T Service offered by 20T from time to time, the terms of conditions of which may be described and updated from time to time on the support or customer care sections of the relevant 20T website (www.20T.net). 20T reserves the right to modify the posted terms and conditions for Technical Support, at any time at its sole discretion.

2.3 Intellectual Property Rights. 20T shall retain all right, title and interest (including all copyrights, patents, service marks, trademarks and other intellectual property rights) in and to the 20T Service and 20T Materials (including application development, business and technical methodologies, and implementation and business processes, used by 20T to develop or provide the 20T Service or 20T Materials), and any and all updates, enhancements, customizations, revisions, modifications, future releases and any other changes relating to any of the foregoing. Except for the limited access and use rights granted pursuant to this Agreement, You do not acquire any interest in the 20T Service or 20T Materials. You agree that any suggestions, enhancement requests, feedback, recommendations or other information provided by you or any of Your Authorized Users relating to the 20T Service or the 20T Materials may be used by 20T without restriction or obligation to you.

2.4 Additional Restrictions. You are expressly prohibited from using any Front End Code for any purpose outside of the intended design and implementation of your authorized use of the 20T Service. Any replication or use of any aspect of the Front End Code or other 20T application or Services for any purpose designed or intended to compete with 20T's solutions is strictly prohibited. This does not restrict you to use similar layouts in other solutions

2.5 Ownership of Your Data. As between You and 20T, Your Data and any similar data provided to 20T outside of the uploading process (either in hard copy or electronic format) is and shall remain your property. To enable 20T to provide You with the 20T Service, and subject to the terms and conditions of this Agreement, You hereby grant to 20T a non-exclusive right to use, copy, distribute and display Your Data solely in connection with 20T's operation of the 20T Service on Your behalf. You, not 20T, shall have sole responsibility for the accuracy, integrity, and reliability of Your Data, and 20T will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any of Your Data. 20T will protect any of Your Data provided to 20T as confidential in accordance with Article IV below.

ARTICLE III. FEES

3.1 Fees. All prices are in Australian Dollars (AUD). The fees for the 20T Service and any additional Services ("Fees") are set forth in the Order Form and are payable in advance, irrevocable and non-refundable except as set forth in the Order Form and this Agreement. You agree to provide 20T with complete and accurate billing and contact information. Where payment by credit card is indicated in the Order Form, or You otherwise provide 20T with credit card information, You authorize 20T to bill such credit card (a) at the time that You order the 20T Service or other Services set forth in the Order Form, (b) for any billing frequency otherwise established in the Order Form,

and (c) at the time of any renewal, for the amount charged plus any applicable sales taxes for any renewed Subscription Term and (d) When purchasing from 20T you authorise for your financial details to be passed through a secure server using the latest encryption technology. If 20T, in its discretion, permits You to make payment using a method other than a credit card, 20T will invoice You at the time of the initial Order Form and thereafter on a monthly basis in advance of the relevant billing period, and all such amounts invoiced will be due within ten (10) days of Your receipt of 20T's invoice. Late payments shall be subject to a service charge of one and one-half percent (1.5%) per month, or the maximum charge permitted by law, whichever is less. Such as GST or local taxes.

3.2 Taxes. You shall pay all Goods and service Tax (GST) liabilities arising from the transactions described in this Agreement, even if such amounts are not listed on an Order Form.

3.3 Non-Payment; Other Suspension Rights. 20T may terminate the 20T Service if the billing or contact information provided by you is false or fraudulent. 20T also reserves the right, in its discretion, to suspend Your access and/or use of the 20T Service: (i) where any payment is due but unpaid and You have been requested but failed to promptly cure such payment failure; or (ii) in the event a dispute arises on Your account as to who at Your business has authority to act or manage Your account and 20T is not promptly provided with written instructions from the interested parties associated with Your account that fully resolves the dispute. You acknowledge and agree that if a dispute arises as to management of Your account, then (i) if the listed owner of the account is a corporation, limited liability company or other registered entity, 20T may rely on public records (to the extent available) concerning the appropriate authorized executives or managers of Your entity; or (ii) if the listed owner is a dba or sole proprietorship, or any other entity for which public records of control are not readily accessible online, 20T may assume that the person or entity that has been making payments on Your account has the authority to manage the account. You agree that 20T shall not be liable to you nor to any third party for any suspension of the 20T Service resulting from your non-payment of Fees or from a dispute as to the management rights to your account.

Shipping and Delivery Policy

We deliver products Australia wide using various courier companies. Shipping costs are influenced by the size and weight of the product and your location, exact shipping costs are calculated in the shopping cart and will be added to the order total before checkout.

Orders are generally dispatched within 2 business days and shipping times are estimated at between 3-7 business days depending on your location within Australia.

Shipping Destinations:

20T ships goods Australia wide, however at this time we do not accept international orders through our website, please contact us on 1300 208 936 to enquire about a special order.

ARTICLE IV. CONFIDENTIALITY; USE OF NAMES

4.1 Confidential Information. For purposes of this Agreement, confidential information shall include the business terms in the Order Form, Your Data, the 20T Service and the 20T Materials, and any information that is clearly identified in writing at the time of disclosure as confidential or that should be reasonably understood to be confidential by the receiving party given the nature of the information and the circumstances of its disclosure ("Confidential Information"). Each party agrees: (a) to receive and maintain in confidence all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights hereunder; (c) to limit the internal dissemination of Confidential Information to those employees and contractors of the recipient who have a need to know and an obligation to protect it; and (d) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). 20T will restrict its employees' access to Your Confidential Information to only those employees necessary to successfully provide the 20T Service. 20T may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services for 20T in connection with the performance of this Agreement. Confidential Information shall not include information that: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. This Section will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request for such disclosure.

4.2 Credit Card Information. 20T agrees that it will retain and store any provided credit card information only for the minimum amount of time required for business, legal and/or regulatory purposes, and will use standard industry practices to protect such information from unauthorized access, disclosure or use.

4.3 Use of Names in Marketing. You may use 20T's name and credentials in an appropriate and acceptable manner for your standard marketing promotions, provided that you agree to cease or alter such use at 20T's request where such use is contrary to 20T's branding policies, could cause any brand confusion in the market or is otherwise objectionable to 20T. Similarly, 20T may use your business name in an

appropriate and acceptable manner for standard marketing promotions, provided that 20T agrees to cease or alter such use at your request where such use is contrary to your branding policies, could cause any brand confusion in the market or is otherwise objectionable to you. Acceptable and standard marketing promotions include, but are not limited to: client listings, press releases, surveys, interviews, reputable business publications, television, and web site presentation and promotion, etc. You are able to opt out, notification should be made in writing to 20T

4.4 Privacy Policy. See 20T Privacy Policy statement. This statement forms part of this Terms and Conditions Agreement.

ARTICLE V. TERM & TERMINATION

5.1 Standard Term. Unless a different Term is specified in a signed Order Form between You and 20T, the Initial Term of Your subscription to an 20T Service will begin on the submission or execution of Your Order Form and shall continue on a month to month basis until the subscription is terminated as provided for in this Article 5. The term of this Agreement will automatically terminate when all active Subscription Terms have been terminated.

5.2 Termination without Cause. Either party may terminate the Subscription Term to a 20T Service by providing sixty (60) days' prior written notice to the other party. 20T's termination rights are in addition to any suspension rights it may have under this Agreement or the incorporated Acceptable Use Policy.

5.3 Effect of Termination. Upon termination of the Subscription Term, all Fees then due and payable to 20T must be paid in full. Contingent upon its receipt of all such Fees, 20T will continue to make Your Data available for downloading through the termination date. In addition, for a period of sixty (60) days following termination, you may arrange for the downloading of Your Data by contacting 20T. Following this (60) day grace period, 20T may remove Your Data from the production environment for the 20T Service. The provisions of this Agreement which by their nature are intended to survive expiration or termination shall survive, including but not limited to obligations concerning confidentiality, protection of intellectual property, indemnification and payment of unpaid Fees and expenses. If in the event you wish to re-subscribe to 20T and/or you may wish to recover your data, pending availability we may recover the data from backup for a Hourly Fee.

ARTICLE VI. WARRANTIES/LIMITATION OF LIABILITY/INDEMNITY

6.0 Goods & Services. 20twenty offers printing and promotional goods and services. All orders must be checked and proofed prior to orders being placed by the customer.

6.1 Limited Warranties. 20T warrants for a period of thirty (30) days following their delivery that all professional Services provided hereunder will be performed in a workmanlike manner, in conformity with the professional standards for comparable

services in the industry. For any breach of this warranty timely reported by You, Your exclusive remedy shall be the re-performance of the deficient Services, and if 20T is unable to re-perform the deficient Services as warranted, You shall be entitled to recover the portion of the Fees paid to 20T for such deficient Services, and such refund shall be 20T's entire liability. You warrant that Your business shall, at all times, comply with, and shall remain solely responsible for compliance with, all applicable federal, state and local laws and regulations, as well as the 20T Acceptable Use Policy, in connection with Your use of the 20T Service, and You agree to indemnify and hold 20T harmless from and against any third party or government claims, including all related damages, costs and expenses (including reasonable attorneys' fees), that arise due to Your violation of law or breach of this warranty in Your use of the 20T Service.

6.2 20T Not Responsible for Third Party Content. The 20T Service may be bundled by third parties (including but not limited to 20T marketing or content partners) with Third Party Content designed to facilitate use of the 20T Service in certain market niches or to customize the 20T Service for use by certain categories of target customers. To the extent that You either purchase the 20T Service from such third parties or acquire the Third Party Content or configuration services from such third parties (even though you may purchase the core 20T Service directly from 20T), 20T does not warrant in any manner and will not be responsible for such Third Party Content and You agree to look solely to the relevant third party provider (and not 20T) if and to the extent that you have any complaints or issues relating to the Third Party Content or its interaction with an 20T Service. For example a social media widget displaying live content to a site generated by 20T

6.2.2 Warranty Disclaimers. EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, UNINTERRUPTED SERVICE OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT 20T SPECIFICALLY DISCLAIMS ALL WARRANTIES RELATING TO THE 20T SERVICE.

6.3 Limitation of Liability. IN NO EVENT WILL 20T BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF BUSINESS OR OTHER LOSS ARISING OUT OF OR RESULTING FROM THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LEGAL LIABILITY. IN ADDITION, IN NO EVENT WILL 20T'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU TO 20T DURING THE DURATION OF THE SYSTEMS USE PRECEDING THE ALLEGED LIABILITY EVENT.

ARTICLE VII. GENERAL PROVISIONS

7.1 Notice. Notices regarding this Agreement to 20T shall be in writing and sent by first class mail or overnight courier, international courier, addressed to 20T

Communications, PO Box 360, Parramatta, NSW 2124 Phone: 1300 208 936. 20T may give notice applicable to 20T's general customer base by means of a general notice on the 20T Service portal, and notices specific to You by electronic mail to Your designated contact's email address on record with 20T, or by written communication sent by first class mail or overnight courier or international courier, to Your address on record in 20T's account information. All notices shall be deemed to have been given three (3) days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or twelve (12) hours after sending by confirmed facsimile, email or posting to the 20T Service portal.

7.2 Assignment. You may not assign this Agreement without providing prior notice to and obtaining the consent of 20T, which shall not be unreasonably denied provided your account is in good standing. Any purported assignment in violation of this Section shall be void.

7.3 Integration; Modification. This Agreement and the information incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with any applicable Order Form, represent the parties' entire understanding relating to the 20T Service, the 20T Materials and the Services, and supersede any prior or contemporaneous, conflicting or additional communications. The terms and conditions of this Agreement may only be amended by written agreement of the parties.

7.4 Governing Law; Arbitration. This Agreement shall be governed by the laws of the Australia without giving effect to conflict of laws principles. Any and all disputes, controversies and claims arising out of or relating to this Agreement or concerning the respective rights or obligations of the parties hereto shall be settled and determined by arbitration before a panel of one (1) arbitrator in Australia, under the Commercial laws of trade. Judgment upon the award rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement. The parties agree that the arbitrator shall have the power to award damages, injunctive relief and reasonable attorneys' fees and expenses to the prevailing party.

7.5 Force Majeure. Except for Your obligation to pay Fees for the 20T Service or other Services rendered, neither party will be responsible for failure of performance due to causes beyond its control. Such causes include (without limitation) accidents, acts of God, labor disputes, actions of any government agency, shortage of materials, acts of terrorism, or the stability or availability of the Internet or a portion thereof.

7.6 Export. You agree not to use or export, nor allow a third party to use or export, the 20T Service or technology in any manner that would violate applicable local law, including but not limited to applicable export and import control laws and regulations.

7.7 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

7.8 Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between 20T and you as a result of this Agreement or use of the 20T Service.

7.9 Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

7.10 Invalidity; Waivers. If any provision or portion of this Agreement is held invalid, illegal, void or unenforceable as it appears in this Agreement by reason of any rule of law, administrative or judicial provision or public policy, then such provision shall be construed as being enforceable to the extent such rule of law, administrative or judicial provision or public policy allows. All other provisions of this Agreement shall nevertheless remain in full force and effect. Neither of the parties shall be deemed to have waived any of its rights, powers or remedies hereunder unless the waiving party expresses such a waiver in writing.