

# General Terms

## 1. Introduction

These General Terms that apply to all goods and services delivered by Smart Space Automation Pty Ltd.

## 2. Interpretation

These General Terms and each Service Agreement incorporate the dictionary terms in clause 44 of this document.

## 3. Service Agreements

- (a) Unless we agree to a different engagement process, a Service Agreement is formed if we accept a Service Order from you.
- (b) A Service Agreement is made up of:
  - (i) these General Terms;
  - (ii) a Service Order;
  - (iii) Product Terms, which apply to the Services ordered; and
  - (iv) any Special Terms agreed in writing.
- (c) In the event of a conflict, the following terms are to be read in order of highest to lowest priority as follows:
  - (i) any Special Terms agreed in writing;
  - (ii) Product Terms, which apply to the Services ordered;
  - (iii) a Service Order; and
  - (iv) these General Terms.
- (d) These terms are open to discussion and negotiation.

## 4. Counterparts and exchange

The Parties may optionally enter into a Service Agreement by signing separate copies of a Service Order and exchanging them by post, in person, or email.

## 5. Charges and payment

- (a) You must pay all Charges applicable to Services within our payment terms which are 14 days in the absence of an express term to the contrary under a Service Agreement.
- (b) Charges apply as specified or referenced in an applicable Rates Schedule, where Charges are not specified in a Service Order.
- (c) You must pay each Invoice without set off or deduction by its due date.
- (d) In addition to our other rights, overdue amounts incur Interest at the Default Rate, compounding monthly.
- (e) We may invoice monthly, or at certain milestones under a Service Agreement.
- (f) Late invoicing does not affect our right to payment or your obligation to pay.
- (g) You must pay all out of pocket expenses that we incur in performing a Service Agreement.
- (h) In some instances we may require prepayment of Charges for instance for subscription services or where we order equipment or services for you.

## 6. Price variations

We may vary our Charges:

- (a) to account for exchange rate fluctuations where we resell goods or services which are charged in foreign currencies such as \$USD.
- (b) on 30 days' notice – where any Minimum Term has expired; and
- (c) during a Minimum Term – on 30 days' notice, subject to you being entitled to terminate the Service Agreement within 14 days after being given notice;

## 7. Billing Disputes

You may only dispute a Charge:

- (a) within 1 month after it is Invoiced; and

- (b) in accordance with our dispute process in clause 40.

## 8. Term of Service Agreements

A Service Agreement:

- (a) starts on its Service Commencement Date;
- (b) continues for any Minimum Term; and
- (c) may be terminated by either Party at the end of a Minimum Term, provided three calendar months prior written notice has first been given –

unless terminated earlier under its express terms.

## 9. Consents

You must promptly obtain any third party consents necessary for us to provide Services, for example to allow us access to a premises to install equipment.

## 10. Representatives

- (a) Each Party authorises its Representative to do anything with respect to a Service Agreement that the Party itself could do, and authorises the other Party to deal with its Representative as its fully authorised, non-exclusive agent.
- (b) A Party is deemed to know anything that its Representative knows.
- (c) A Party may replace its Representative by notice to the other.

## 11. Service commencement

We will commence delivery of a Service on or within a reasonable time after the last of:

- (a) the date specified in a Service Agreement;
- (b) the expiry of 14 days from the date of a Service Agreement;

and you must then accept the Service.

## 12. Service Standards

- (a) We will provide Services with due care and skill and in accordance with an applicable Service Agreement and the Law.
- (b) Whilst we endeavour to avoid interruptions to Services, we do not warrant that Services will be free of errors, faults or interruptions.
- (c) We are not liable for Service faults or interruptions due to Off-Net Events.
- (d) We will use reasonable efforts to carry out Scheduled Maintenance at times chosen to minimise disruption to our customers.

## 13. Service suspensions

We may suspend a Service in whole or part:

- (a) where we reasonably believe that we must do so in order to comply with the Law;
- (b) to protect people, property or a Network;
- (c) for emergency, or (on at least 3 days' notice) Scheduled Maintenance;
- (d) if you (or anyone you allow to use a Service) breach an Acceptable Use Policy;
- (e) if you fail to pay an Invoice by its due date;
- (f) if you do not pay a security requested under clause 14, within 7 days of a request;
- (g) if you do not Cure a Default within 7 days; or
- (h) as it reasonably requires to allow investigation of any potential breach of a Service Agreement.

## 14. Security

We may require security (including by way of cash or bank guarantee) if you suffer an Insolvency Event, fail to pay an Invoice by its

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due date or following a credit review of you. You must provide such security within 30 days of a written request, an email request will be sufficient.

### 15. Other obligations

You must:

- (a) comply with the terms of a Service Agreement;
- (b) not allow a Service to be used in a way that is contrary to Law or is a nuisance or where the Service is a third party service is contrary to its terms of use;
- (c) comply with all Laws including the *Privacy Act 1988 (Cth)*;
- (d) give us all information, cooperation and assistance reasonably required for the purposes of a Service Agreement;
- (e) follow our reasonable directions in so far as they are reasonably required to enable us to comply with the terms of a Service Agreement;
- (f) maintain all permissions required for the use of a Service;
- (g) comply with any Acceptable Use Policy issued by us;
- (h) respond to our requests and communications promptly;
- (i) not solicit any employee or contractor of ours to become an employee or contractor of yours;
- (j) indemnify us against Loss arising in connection with a negligent or wrongful act by you or your People or a breach of a Service Agreement by you;
- (k) indemnify us against any Claim by any person in connection with a Service (including infringement of IP Rights) except to the extent the Claim arises from a negligent or wrongful act by us or our People or a breach of a Service Agreement by us; and

- (l) ensure that your People do nothing that would breach a Service Agreement if done by you.

### 16. GST

- (a) Charges are exclusive of GST unless stated otherwise.
- (b) We may invoice, and you must pay, applicable GST in addition to Charges.

### 17. No representations

You:

- (a) warrant that, in entering a Service Agreement, you have not relied on any information, representation or promise that is not either expressly set out in the Service Agreement or is implied by Law; and
- (b) indemnify us against a breach of that warranty.

### 18. Occupational Health and Safety

You warrant that:

- (a) all work sites are free from asbestos and are safe for our staff and contractors;
- (b) there are no dangerous substances on any work site that may impact the health and safety of our staff or our contractors;
- (c) all work sites are safe and comply with applicable occupational health and safety laws.

### 19. Extension of time and delay

- 19.1 We will use our reasonable efforts to meet any deadlines or milestones that we promise to meet but will not be liable for any delay or failure to meet these.
- 19.2 To the extent that our provision of a service is impaired by:
  - (a) you;
  - (b) inclement weather;

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- (c) errors or omissions in your design documentation;
  - (d) changes to the scope of work
  - (e) a third party;
  - (f) a failure or defect (not caused by us) in hardware or software (not supplied by us); or
  - (g) an event beyond our reasonable control – then:
    - (i) our obligation to provide the Service is suspended;
    - (ii) we will not be liable to you in respect of any delay or failure to provide the Service.
- 19.3 Where our personnel are delayed from performing a service due to a delay you cause, we may invoice you those personnel’s hourly rate for the duration of the delay subject only to us making reasonable efforts to reallocate our personnel to other chargeable duties.
- 20. Loan Equipment**
- 20.1 We may install on your premises, loan or otherwise provide you with equipment. All Loan Equipment:
- (a) remains our property;
  - (b) must only be used by you for the purposes of receiving services from us; and
  - (c) must be kept secured from loss or damage.
- 20.2 If Loan Equipment in your possession or control is lost, stolen or damaged:
- (a) you must notify us without unreasonably delay; and
  - (b) you must pay us the replacement cost of the Loan Equipment calculated as the recommended retail price at the date the Loan Equipment was lost, stolen or damaged minus any amount we recover under an insurance policy.
- 21. Personal Property Securities Register**
- 21.1 This clause applies to the extent that the agreement we have with you provides for or contains a ‘security interest’ for the purposes of the *Personal Property Securities Act 2009 (Cth)* (or part of it). The security interest granted to us is a ‘purchase money security interest’ (“PMSI”) to the extent that it can be under section 14 of the PPS Law.
- 21.2 We may register our security interest. You must do anything (such as obtaining consents and signing documents) which we require for the purposes of:
- (a) ensuring that our security interest is enforceable, perfected and otherwise effective under the PPS Law;
  - (b) enabling us to gain first priority (or any other priority agreed to us in writing) for our security interest; and
  - (c) enabling us to exercise rights in connection with the security interest.
- 21.3 Our rights under our agreement with you are in addition to and not in substitution for our rights under other law (including the PPS Law) and we may choose whether to exercise rights under our agreement and/or under such other law, as we see fit.
- 21.4 The following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are “contracted out” of our agreement with you in respect of goods that are not used predominantly for personal, domestic or household purposes- sections 95 (notice of removal of accession to the extent it requires us to give a notice to you), 96 (retention of accession), 125 (obligations to dispose of or retain collateral); section 130 (notice of disposal to the extent it requires us to give a notice to you); section 132(3)(d) (contents of statement of account after disposal); section 132(4) (statement of account if no disposal); section 135 (notice of retention); section 142 (redemption of

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collateral); and section 143 (re-instatement of security agreement).

- 21.5 The following provisions of the PPS Law - section 123 (seizing collateral); section 126 (apparent possession); section 128 (secured party may dispose of collateral); section 129 (disposal by purchase); and section 134(1) (retention of collateral), confer rights on us. You agree that in addition to those rights, we shall, if there is default by you, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any hardware and/or Loan Equipment, not only under those sections but also, as additional and independent rights, under our agreement with you and you agree that we may do so in any manner we see fit including (in respect of dealing and disposal) by private or public sale, lease or licence.
- 21.6 You waive your rights to receive a verification statement in relation to registration events in respect of commercial property under section 157 of the PPS Law.
- 21.7 The parties agree not to disclose information of the kind that can be requested under section 275(1) of the PPS Law. You must do everything necessary on your part to ensure that section 275(6)(a) of the PPS Law continues to apply. The agreement in this sub-clause is made solely for the purpose of allowing to us the benefit of section 275(6)(a) and we shall not be liable to pay damages or any other compensation or be subject to injunction if we breach this sub-clause.
- 21.8 You must not create, purport to create or permit to be created any 'security interest' (as defined in PPS Law) in the hardware and/or Loan Equipment other than with our express written consent.
- 21.9 You must not lease, hire, bail or give possession of ('sub-hire') the equipment to anyone else unless we (in our absolute discretion) first consent in writing. Any such sub-hire must be in writing in a form acceptable to us and must be expressed to be

subject to our rights under our agreement with you.

- 21.10 You must take all steps including registration under PPS Law as may be required to:
- (a) ensure that any security interest arising under or in respect of the sub-hire is enforceable, perfected and otherwise effective under the PPS Law;
  - (b) enabling us to gain (subject always to our rights) first priority (or any other priority we agree to in writing) for the security interest; and
  - (c) enabling each of us to exercise our respective rights in connection with the security interest.
- 21.11 We may recover from you the cost of doing anything under this clause, including registration fees and the costs of notification.

## 22. Confidentiality

Each party must keep the other's Confidential Information confidential except for disclosures:

- (a) to its staff, contractors and professional advisers to the extent they reasonably need to know it;
- (b) authorised by a Service Agreement; or
- (c) required by Law –

provided that a disclosing Party takes all reasonable steps to ensure that the disclosee maintains the confidentiality of the disclosed information. To avoid any doubt, Confidential Information includes our pricing and the other terms of a Service Agreement.

## 23. Authorities

You authorise us to:

- (a) make any disclosure of information about you required by a government authority or by Law;
- (b) deal with Personal Information (that is not Credit Information) about you in accordance with our Privacy Policy;

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- (c) deal with Credit Rating Information about you in accordance with our credit policy;
- (d) do any act on your behalf reasonably required to provision a Service for you.

### 24. Liability

#### 24.1 Rights and remedies for PDH goods and services

If we supply goods or services of a kind ordinarily acquired for personal, domestic or household (**PDH**) use or consumption, you may have rights under the Australian Consumer Law (**ACL**) including Consumer Guarantee Rights. Nothing in a Service Agreement limits those rights and remedies in any way.

#### 24.2 Rights and remedies for non-PDH goods costing no more than \$100,000

If we supply goods or services not of a kind ordinarily acquired for PDH use or consumption and costing no more than \$100,000:

- (a) in relation to those goods, our liability for failure to comply with a Consumer Guarantee (other than certain guarantees about ownership and undisturbed use) is limited to:
  - (i) replacing the goods or supplying equivalent ones;
  - (ii) repairing the goods;
  - (iii) paying the cost of replacing the goods or of acquiring equivalent ones; or
  - (iv) paying the cost of having the goods repaired; and
- (b) in relation to those services, our liability for failure to comply with a consumer guarantee is limited to:
  - (i) supplying the services again; or
  - (ii) paying the cost of having the services supplied again.

#### 24.3 Service Levels, exclusion of implied terms and limitation of liability

Subject to clauses 24.1 and 24.2:

- (a) Where a Service Level applies to a Service, your rights and remedies in connection with a failure to meet a Service Level Target or any breach of the relevant Service Agreement are limited to Service Level Rebates (if any) in the SLA.

Otherwise:

- (b) Any representation, warranty, condition or undertaking that would be implied in a Service Agreement by legislation, common law, equity, trade, custom or usage or otherwise is excluded, to the fullest extent permitted by law.
- (c) Neither party is liable for secondary and consequential loss including loss of profits, loss of goodwill, loss of revenue, data loss, and loss of bargain.
- (d) Our liability is capped at AUD\$100,000.

### 25. Commission and rebates

- (a) We may pay or receive commissions or rebates in connection with a Service Agreement.
- (b) You must pay (and must not set off or deduct from our fees) all bank fees incurred in making payments to us under a Service Agreement.

### 26. Early Termination – Us

#### 26.1 We may terminate a Service Agreement if:

- (a) a Third Party supplier fails to supply us with goods or services which materially impact a Service Agreement and an alternative cannot be found within a reasonable period;
- (b) it is required to do so by Law or an Authority.

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26.2 We may also terminate a Service Agreement, and invoice an Early Termination Charge, if you:

- (a) request Early Termination;
- (b) fail to remedy a Default within 7 days (after receiving written notice of Default);
- (c) suffer an Insolvency Event; or
- (d) undergo a Change of Control or purport to assign interest in a Service Agreement without our written consent.

### 27. Early Termination – You

You may terminate a Service Agreement if we:

- (a) fail to remedy a Default within 28 days (after receiving written notice of Default); or
- (b) suffer an Insolvency Event.

### 28. Obligations after termination of Service Agreement

When a Service Agreement ends for any reason:

- (a) we may Invoice Charges not previously Invoiced;
- (b) you must pay all Invoices by their due date/s;
- (c) you must within 7 days return any of our property that you hold;
- (d) accrued rights and obligations survive;
- (e) Surviving Clauses including clauses 2, 3, 5, 7, 16, 20, 21, 22, 24, 28, 30, 31, 34, 33, 37, 39, 43, 44 survive –

and otherwise, the Service Agreement is at an end for all purposes.

### 29. Policies

29.1 You must always comply with our Acceptable Use Policy.

29.2 Where we agree to provide support, then we will do so in accordance with our Support

Policy which applies to your particular Product.

29.3 We may amend our policies from time to time, where we do, we will give 14 days prior notice and make the amendments visible on one or more of our websites, including [www.smartspace.com.au](http://www.smartspace.com.au) or any subdomain of these website addresses.

### 30. Customer Data

30.1 All data provided by you for use with our Services is confidential unless you make it available for public use.

30.2 You retain ownership in Customer Data subject to the terms of this Agreement, in addition to our rights under a Service Agreement, you grant us a perpetual, non-exclusive, worldwide, royalty-free right to use, handle, store, modify and create derivative works of Customer Data, to the extent necessary to provide our services to you.

30.3 Subject to compliance with the *Privacy Act 1988 (Cth)* you consent to:

- (a) us using your de-identified data for statistical, audit, compliance and marketing purposes;
- (b) receiving promotional, marketing material or information updates from us, including by way of email delivery;
- (c) disclosure by us of this information to our Related Entities (as defined by section 9 of the *Corporations Act 2001 (Cth)*).

30.4 Within 7 days of termination of a Service Agreement, we will delete all data that remains on our servers and facilities, and you

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release us from any claim for loss or damage for doing so.

30.5 Subject to these terms, all Customer Data remains your property.

30.6 We may retain the data used / obtained under these terms for a period of up to 7 years or such longer period if required by law.

### 31. Intellectual Property

31.1 Except to the extent of any licence expressly granted to you, you obtain no interest in our IP Rights under a Service Agreement.

31.2 Subject to this clause 31, we own all IP Rights relating to a Service, including know how and improvements developed in the course of a Service Agreement.

31.3 You retain all ownership in all Customer Data that you create and use with the Services.

31.4 All IP Rights in our software, SaaS implementations and our services are owned by us, or where relevant our licensors. You must not:

(a) do anything which may infringe, jeopardise or challenge such rights; and

(b) commercialise or attempt to commercialise such rights.

31.5 We own all intellectual property (including derivative works) which arise from your use of our software or any SaaS implementation that belongs to us, except for Customer Data.

31.6 We own all customisations, modifications, enhancements, adaptations, and updates to any software or SaaS implementation.

31.7 Smart Space and the Smart Space logo are trademarks of Smart Space Automation Pty Ltd. Other trademarks that may appear on

our website are the property of our respective licensors.

31.8 You must not use any trademark without the prior written consent of the relevant owner.

### 32. Third Party Services

32.1 In order to use or receive the benefit of our services, you may need to use services or software or third parties, we refer to this as Third Party Services.

32.2 If the use of Third Party Services are required:

(a) we will either (i) specify this in your Service Order; or (i) notify you; and

(b) we may invoice you for those Third Party Services or ask the provider of those services to invoice you directly, and you will be required to pay.

32.3 Where you use Third Party Services you acknowledge and agree that:

(a) those Third Party Services are provided subject to (i) their own terms of use and privacy policy; and (ii) any of our specific terms that address our supply or facilitation of those Third Party Services to you.

(b) we may be required to disclose your personal information to the provider of Third Party Services in or to facilitate the provision of those services or the services we provide;

(c) you release us from any Claim arising from your use of Third Party Services;

(d) other than anything we expressly represent to you in a Service Agreement with you, we do not make any representation or warranty about Third Party Services or their performance.

32.4 You are responsible for all third party charges incurred as a result of your use of the service (for example, power, and



telecommunications carriage fees) unless we specify otherwise in writing.

32.5 In order to install or configure Third Party Services, we may be required to agree to applicable Third Party Service terms – you authorise us to do so as your agent.

**33. Relationship**

We are an independent contractor and these Terms or any Service Agreement does not create a partnership, joint venture or agency. No Party may enter any agreement or make any representation on behalf of another.

**34. Entire Agreement**

The documents that make up a Service Agreement in clause 3 are the entire agreement of the Parties with respect to its subject matter and supersedes and excludes all previous agreements, understandings, commitments, representations and warranties, whether written or verbal.

**35. Variation**

Subject to clause 6, a Service Agreement may only be varied by writing executed by both Parties.

**36. Assignment**

- (a) You may not assign its interest in a Service Agreement without our written consent.
- (b) We may not assign its interest in a Service Agreement without your written consent.

**37. No waiver**

A Party that delays exercise of or partially exercises a right does not waive it.

**38. Notices**

- (a) We may send notices to you by Electronic Messaging.
- (b) Otherwise, any notice or consent to be given under a Service Agreement must

be in writing addressed to the relevant Party at its Contact Address.

**39. Governing law and courts**

A Service Agreement is subject to and must be interpreted under the law of the exclusive jurisdiction of the State of New South Wales, Australia and the Parties irrevocably submit to the courts of the State of New South Wales.

**40. Disputes**

- (a) Each Party must appoint a senior officer to negotiate resolution of any dispute.
- (b) If negotiations are not successful within 14 days, the dispute may be referred to mediation before an independent mediator – the costs of which must be borne in equal shares by the Parties.
- (c) Despite anything else, a Party may seek urgent interlocutory relief from a court.
- (d) The parties must perform the Service Agreement despite a dispute.

**41. Force Majeure**

We are excused from our obligations under the Service Agreement to the extent that Force Majeure prevents or hinders it.

**42. Agents**

We may delegate our roles and responsibilities to an agent or subcontractor but are liable for their performance as if there was no delegation.

**43. Reading down**

A term that is invalid, illegal or unenforceable shall be read down, to the point of severance if necessary.

**44. Dictionary**

**Change of Control** means, in relation to a corporation, that without our prior written consent: (a) a relevant interest (as defined in the *Corporations Act 2001*

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(Cth)) in more than 25% of the securities of the corporation that in normal circumstance entitle the holder to vote or participate at a meeting of the members of the corporation or to vote or participate in the election or appointment of directors of the corporation, passes to a person or persons who did not have such relevant interest at the time the Service Agreement was entered into; or (b) the ability to control or the actual control (irrespective of whether such control is exercisable on a passive or active basis and irrespective of whether such control is exercisable solely or jointly or directly or indirectly) of the management and policies of the corporation passes to a person or persons who did not have such ability or actual control at the date the Service Agreement was entered into.

**Charges** means any charge or fee applicable to Services (exclusive of any Taxes or withholdings except where otherwise stated).

**Claim** means any claim, demand, action, proceeding or legal process (including by way of set off, cross-claim or counterclaim).

**Confidential Information** includes the terms of a contract, network designs, customer lists, contact lists, and other information which by its nature is confidential and which is not in the public domain otherwise than by a breach of this clause.

**Contact Address** means, in relation to a party, the postal or business address, email address or other address or identifier most recently notified as the party's address for communications (being as notified in a Service Agreement, until further notice.)

**Customer** means the person so specified in a Service Agreement.

**Customer Data** means any data, content, code, video, images or other materials of any type that you (or someone you direct) upload, submit or otherwise transmit to or through this service.

**Default** means, a breach of these Terms or a Service Agreement for which we have issued you with a Default notice outlining the breach.

**Default Rate** means a rate which is 2% higher than the Commonwealth Bank of Australia unsecured overdraft rate from time to time.

**Early Termination** means termination of a Service Agreement before the end of any Minimum Term, except where the termination is due to our breach of a Service Agreement.

**Early Termination Charge** means the aggregate of fees that would have been payable for the remainder of the Minimum Term.

**Electronic Messaging** means Email, SMS and MMS.

**General Terms** means this document.

**Insolvency Event** means in relation to a person, means the happening of any one or more of the following events: (a) the person being unable to pay their debts as and when they fall due; (b) a receiver, receiver and manager, administrator, liquidator, trustee for creditors or trustee in bankruptcy or analogous person being appointed over the person's undertaking or assets or any of them; (c) if the person is a natural person, an application and filing for bankruptcy being made in respect of the person; or (d) if the person is a corporation – (i) an application for winding up or other process seeking orders which, if granted, would render the person an externally-administered body corporate being filed and not being withdrawn within 20 Business Days; (ii) the person being or becoming the subject of an order, or a resolution being passed, for the person's winding up or dissolution; or (iii) the person entering into, or resolving to enter into, a deed of company arrangement, or an arrangement, composition or compromise with, or assignment for the benefit, of its creditors generally or any class of creditors, or proceedings being commenced to sanction such a deed of company arrangement, or arrangement, composition or compromise, other than for the purposes of a bona fide scheme of solvent reconstruction or amalgamation.

**Invoice** means a statement of Charges that have accrued and/or are payable in advance.

**IP Rights** means all industrial and intellectual property rights of any kind which may subsist in Australia or anywhere else in the world, including without limitation: (a) patents, copyright, rights in circuit layouts, designs, trademarks (including goodwill in those marks) and domain names; (b) any application or right to apply for registration of any of the rights referred to in paragraph (a) of this definition; and (c)

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all rights of a similar nature to any of the rights in paragraphs (a) or (b) of this definition – whether or not such rights are registered or capable of being registered; and (d) Future IP Rights.

**Loss** means loss or damage suffered by a person and arising in connection with or out of a Service Agreement or any supply made under them (whether pleaded in contract, tort, breach of statutory duty or on any other basis, and whether arising from acts or omissions, and whether or not loss or damage the risk of which another person was or should have been aware), including but not limited to Consequential Loss and an obligation to contribute to or indemnify against loss or damage suffered by a third party.

**Minimum Term** means a minimum term specified for a Service Agreement.

**Off-Net Events** means any event or circumstance that occurs outside our Network, or involving infrastructure owned or operated by any of our suppliers or other third parties (including you).

**People** means, in relation to a Party, the Party's management, employees, contractors and agents and, in relation to you, anyone who uses or accesses a Service on your account.

**PPS Law** means *Personal Property Securities Act 2009 (Cth)*.

**Rates Schedule** means, in relation to a Service, the charges or fees applicable to that Service as notified to you by us on or prior to the formation to the applicable Service Agreement, as amended from time to time in accordance with a Service Agreement.

**Representative** means a person who is properly authorised to represent a party.

**Scheduled Maintenance** means maintenance, upgrade, adjustment or repair of Equipment, Software, a Network or anything else used to deliver a Service in accordance with our planned maintenance program as updated from time to time.

**Service** means a service provided by us to you, and as detailed in, a Service Agreement and includes the supply of goods.

**Service Agreement** means an agreement as defined under clause 3 of the General Terms.

**Service Commencement Date** means the date when we (a) make a service available for use, or (b) start work on the installation and configuration of goods; or (c) such later date as may be specified in a Service Agreement.

**Service Order** means an Order Form, Proposal, Quote or Estimate after we have accepted the order for services contained in it.

**'We', 'Us' and 'Our'** is a reference to Smart Space Pty Ltd ACN 659 767 450.

**'You', and 'Your'** is a reference to the Customer.