

TERMS AND CONDITIONS UNDER WHICH ACCESS IS GRANTED TO
WWW.ACCOUNTANTSDESKTOP.COM.AU

Canerak Pty Ltd, Trading as Accountants Desktop
Website Terms and Conditions of Use

This page outlines the Terms and Conditions under which we provide access to the information and calculations on our website - www.accountantsdesktop.com.au - to you. Please read these Terms and Conditions carefully before accessing our site. You should understand that, by using the site, you agree to be bound by the Terms and Conditions.

We recommend that you print a copy of these Terms and Conditions for future reference.

Each time you log on to Accountants Desktop, you are deemed to have accepted these terms and conditions.

1) Acceptance and Terms of this Agreement. These Terms and Conditions (the 'Agreement') govern the use of Accountants Desktop Website (the 'Website'). This Agreement is between:

- 1.1** - The Member (being the individual, company or firm that has subscribed to access the Website),
- 1.2** - The Authorised Users, being the Member's employees or agents whom it enables to use the Website, in accordance with Clause 3 below,
- 1.3** - The Visitor, being casual users accessing sample pages and calculations only,
- 1.4** – The Purchaser, being a customer who purchases individual products from the Website, and,
- 1.5** - Canerak Pty Ltd, Trading as Accountants Desktop, ABN 77 158 181 037, whose registered office is situated at Suite 5A, 49-51 Eton St Sutherland NSW 2232 ('Accountants Desktop').

This Agreement will continue in force for as long as Accountants Desktop provides access to the Website to the Member or Authorised User. Accountants Desktop will notify the Member or Authorised User of any significant changes to this Agreement. If the Member or Authorised User accesses the Website after such notification, they will be deemed to have accepted the changes.

Accountants Desktop has the right to revise and amend these Terms and Conditions from time to time, to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, and changes in our system's capabilities.

Note that Accountants Desktop is a website intended for use by businesses and not consumers, and that you may not use the Website if you are under 18 years of age. If you accept these Terms and Conditions on behalf of a corporate buyer, you represent that you are authorised to do so. If you are not so authorised, nor deemed in law to have such authority, you assume sole personal liability for the obligations set out in these Terms and Conditions of use.

If you are using Accountants Desktop as a visitor, and accessing sample information and calculations only, you are still bound by the same Terms and Conditions that apply to members and authorised users of the Website.

2) Website availability:

2.1 - Accountants Desktop will publish the Website on the internet in HTML format. Calculations will be published as downloadable files in Microsoft Excel format. The Member or Authorised User is responsible for obtaining, maintaining and operating - at its own expense, a terminal or personal computer system, telecommunications connection and such other equipment, software (including Microsoft Excel), and facilities as are necessary to enable it to gain access to the Website in this format.

2.2 - Accountants Desktop intends the Website to be available to Members and Authorised Users 24 hours a day. However, Accountants Desktop cannot guarantee, and cannot accept responsibility, if the Website is not available to this extent.

2.3 - Accountants Desktop may suspend the Member's or Authorised User's access to the Website temporarily and without notice, if there is a failure of the computers or systems of Accountants Desktop or one of its service providers, if Accountants Desktop is required to conduct any maintenance or repair to the Website or associated systems, or if such suspension is necessary due to an occurrence beyond Accountants Desktop's reasonable control.

2.4 - Accountants Desktop will not be liable for any loss or damage howsoever arising resulting from any technical problems beyond the control of Accountants Desktop, relating to or connected with the use of the Website by the Member or Authorised User, including technical problems caused by third party service providers, used by the Member or Authorised User to gain access to the Website or to the internet generally.

2.5 - Accountants Desktop will not be liable or responsible for any failure to perform, or delay in performance, of any of our obligations under this Contract that is caused by events outside our reasonable control (Force Majeure Event). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control, and includes in particular (without limitation) the following:

- i. Strikes, lock-outs or other industrial action,
- ii. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- iii. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- iv. Impossibility of the use of public or private telecommunications networks, and
- v. The acts, decrees, legislation, regulations or restrictions of any government.

Accountants Desktop's performance under this Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event

to a close, or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

3) Access Control:

3.1 - Each Member or Authorised User who is an annual subscriber will have access to all of the information and calculations which are available through the Website without limitation.

3.2 - Accountants Desktop will allocate to the Member or Authorised User, usernames and passwords for the purpose of providing access to the Website.

3.3 - Usernames and passwords allocated to the Member or Authorised User may be changed by Accountants Desktop at any time and, as relevant, any such changes will be promptly notified to the Member or Authorised User.

3.4 - The Member or Authorised User agrees to keep confidential any password or username referred to in clause 3.2. The Member or Authorised User will be liable for any loss or damage (including without limitation loss of profit) to Accountants Desktop caused by a breach of the obligation of confidentiality.

4) Website Content:

4.1 - Accountants Desktop does not accept any responsibility for the accuracy or content of documentation, information or calculations provided on the Website.

4.2 - Accountants Desktop will use reasonable efforts to ensure that all documentation, information and calculations included on the Website which has been produced by Accountants Desktop are accurate and up to date.

4.3 - Accountants Desktop may from time to time publish on the Website materials provided by third parties. Accountants Desktop does not monitor or edit such documents and does not accept responsibility for their contents.

4.4 - The Website may contain hyperlinks to the websites of third parties. Accountants Desktop does not accept responsibility for the content of any such websites in any way whatsoever. Accountants Desktop does not accept any responsibility for any loss or damage the Member or Authorised User or any other party may suffer, arising out of its access to such websites, including but not limited to damage or loss arising from its use of or reliance upon information contained within such websites.

4.5 - The information and calculations on the Website have been provided in connection with, and have been designed specifically in relation to, Australian Taxation and Accounting conditions.

5) Licence:

5.1 - The Member or Authorised User may use the Website and the calculations comprised within it for its business purposes only. The Member or Authorised User may view, print, copy and download the information and calculations on the Website for use in their business. The

Member or Authorised User must not reproduce, distribute, reverse engineer, copy, modify or reformat the Website or the calculations comprised within it, nor take any action to remove or hide the display of copyright and other professional notices contained on the Website. except to the extent permitted by law.

5.2 - The Website and the calculations comprising it are the copyrighted work and property of Accountants Desktop. The Member or Authorised User will not use the Website in any way which may infringe the intellectual property rights (including but not limited to any right of copyright or any trademark), any right of confidentiality, or any other proprietary interest that Accountants Desktop may have in the Website.

5.3 - The Member or Authorised User acknowledges that the copyright and any other intellectual property rights on the Website remain with Accountants Desktop or our licensors, and may not be used by them for any purpose other than their lawful use and in accordance with this Contract.

6) Viruses:

6.1 - Accountants Desktop will make all reasonable attempts to exclude viruses from the Website, but cannot guarantee that such attempts will be successful. The Member should, therefore, take such steps in respect of any such risk as are appropriate to its business.

7) Privacy:

7.1 - Accountants Desktop will not disclose Member or Authorised User information to anyone outside Accountants Desktop, unless such disclosure has been authorised by the Member or Authorised User, or is otherwise required by law, regulation or an order of the Court.

7.2 - Accountants Desktop monitors, and is able to produce, usage statistic reports (the 'Reports') relating to individual Member's or Authorised User's access to the Website, and the documentation included on the Website. The Reports are only available to Accountants Desktop. The Reports are used by Accountants Desktop to evaluate and improve the Website, and the products and services we provide.

8) Liability:

8.1 - Accountants Desktop will not be liable for any incidental, indirect or special loss or damages (including without limitation loss of profits, business, goodwill or data) howsoever arising out of or incurred by the Member or Authorised User, in connection with, or relating to, the Website, regardless of whether the possibility of such damages was disclosed to, or could reasonably have been foreseen by it, and Accountants Desktop shall not be liable for any loss or damages (including without limitation loss of profits, business, goodwill or data) howsoever arising or incurred by the Member or Authorised User in connection with, or relating to, the use of the Website by the Member or Authorised User in breach of this Agreement.

8.2 - Nothing in this Agreement shall limit or exclude Accountants Desktop's liability for fraudulent misstatement, death or personal injury resulting from Accountants Desktop's negligence, or any other liability, the limitation or restriction of which is prohibited by law.

9) General:

9.1 - The contract between the Member, Authorised User and Accountants Desktop is binding on all parties and on our respective successors and assigns. Members and Authorised Users may not transfer, assign, charge or otherwise dispose of the Contract, or any of their rights or obligations arising under it, without our prior written consent.

9.2 - Accountants Desktop may transfer, assign, charge, sub-contract or otherwise dispose of the Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

9.3 - Contracts for access to the Website will be governed by Australian law. Any dispute arising from, or related to, such Contracts shall be subject to the exclusive jurisdiction of Australian courts.

10) Refunds:

10.1 - In accordance with our *Money-Back Guarantee*, if, within 30 days of paying the relevant annual subscription, a member notifies us in writing that they are not satisfied with our site, we agree to provide the member with a full refund of the subscription paid.

10.2 - This policy is subject to the member's download history in the period leading up to the request and Accountants Desktop reserves the right to refuse a refund where there is evidence of wholesale downloads of our site's contents.

11) Monthly Plans:

11.1 – Where a member chooses to pay their annual subscription by monthly instalments, there will be an initial minimum term of 12 months from the time that choice is made and thereafter monthly payments until terminated by the member. The member acknowledges and agrees to that minimum term and undertakes to make those monthly payments for the initial full 12 month period.

11.2 – If, within 30 days of paying their first monthly instalment, a member notifies us in writing that they are not satisfied with our site and asks for a release from the agreed minimum term, Accountants Desktop will consider that request subject to clause 10.2 above.

12) Product Sales:

12.1 – These terms and conditions as appropriate apply equally to a purchaser who purchases individual products from our site, except that access to our site will be limited to downloading products purchased only. Clause 10.1 above will apply to refund requests by purchasers of individual products.