



Welcome to *Strataware*, the world's leading online accounting and management system for Owners Associations. The following are the conditions under which *Strataware* is made available for use by you.

By indicating your agreement to the *Strataware* Conditions of Use you are agreeing to be bound by them. If you have a separate written agreement regulating Your use of *Strataware* and there is a conflict between the terms of that agreement and these Conditions of Use, then to the extent of any such conflict, the terms of that agreement prevail notwithstanding your acceptance of these Conditions of Use.

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This system is subject to copyright and other intellectual property rights owned by Mystrata Holdings Pty Ltd (ACN 124 911 673), an Australian company and licensed to Mystrata Pty Ltd (ACN096-289-253), an Australian company and Mystrata Middle East FZ LLC, a company duly incorporated in Dubai Media City, Emirate of Dubai, United Arab Emirates. Reproduction, copying, reverse engineering or using in any way other than its intended use is strictly prohibited.

## ***Strataware*** **Conditions of Use**

### **1. Definitions**

In these Conditions of Use, unless the context otherwise requires -

**"Agreement"** means the agreement formed as a result of Your acceptance of the Conditions of Use;

**"Annual Subscription Fees"** means the fee per unit per annum You pay for use of the System pursuant to your Proposal and in the absence of any Proposal, pursuant to the fees set out in Schedule 3 to these Conditions of Use;

**"Conditions of Use"** means these conditions of use;

**"Confidential Information"** means any trade secrets ideas, know-how, concepts or information, whether in writing or otherwise relating (in any way) to:

- (a) the operation of Our or Your business, the future business and business plans, products, technology or financial position, organisation or arrangements or any dealings, investments, transactions or affairs of You and Us;
- (b) third party information of a confidential nature, in the possession, power or control of one party which may be communicated to the other party in relation to this Agreement;
- (c) services performed by the System or the Portal pursuant to this Agreement;
- (d) Our development methodologies and development techniques, software and related documentation and other information; and
- (e) Data,

but excluding any information which has entered the public domain other than by reason of a breach of this Agreement or any other obligation of confidence.

**“Content”** means the audio and visual information, documents, software, products and services contained or made available to You in the course of using the System;

**“Customer Support Agreement”** means Part B of Appendix A in your Proposal, or in the absence of a Proposal, Schedule 1 to these Conditions of Use;

**“Data”** means data entered in the System by Users;

**“Hosting and Data Services Agreement”** means Part C of Appendix A in your Proposal, or in the absence of a Proposal, Schedule 2 to these Conditions of Use;

**“Intellectual Property Rights”** means all industrial and intellectual property rights throughout the world, and includes any copyright, moral right, patent, trade mark, design, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, indication or source or appellation of origin, data or databases or other proprietary right, or right of registration of such rights;

**“MyCommunity”** means the web portal at [www.my-community.com](http://www.my-community.com) which interfaces to Strataware;

**“Owners Association”** means an owners association, body corporate, owners corporation, homeowners association, sectional title scheme or any similar entity, corporate or incorporate, constituted as a consequence of, or following, a common interest subdivision of buildings or land;

**“Portal”** means the web portal branded as “MyCommunity” through which Strataware data is accessed and updated by various persons;

**“Principal”** means a person, corporate or incorporate, who has contracted with Us under a Proposal for use of the System for a fee;

**“Proposal”** means, in the case of a Principal, Our letter to You proposing Your use of the System upon which You have endorsed Your acceptance;

**“Standard Additional Fees”** are those fees pursuant to your Proposal and in the absence of any Proposal, pursuant to the fees set out in Schedule 3 to these Conditions of Use set out in Schedule 3 to these Conditions of Use;

**“Standard Service Times”** are those times set out in Schedule 4 to these Conditions of Use;

**“Strataware”** means the web based accounting and management system for use by persons engaged in the management of Owners Associations;

**“System”** means MyCommunity and Strataware;

**“User”** means a person who accesses or uses the System, whether as a Principal or as a person authorised by a Principal;

**“We”, “Us” and “Our”** means Mystrata Pty Ltd (ACN 096 289 253) a company duly incorporated in Queensland, Australia and Mystrata Middle East FZ LLC, a company duly incorporated in Dubai Media City, Dubai, United Arab Emirates, or Mystrata South Africa (Pty) Ltd, a company duly incorporated in South Africa or Mystrata Malaysia Sdn Bhd, a company duly incorporated in Malaysia, depending upon the jurisdiction in which the User is domiciled, jointly and severally; and

**“You” and “Your”** means a User;

## 2. Right of Use

We allow You to use the System subject to the terms and conditions appearing in these Conditions of Use. Your use of the System is by way of non-exclusive and non-transferrable license for the purpose of managing Owners Associations. By electing to accept these Conditions of Use You agree to be bound by them and to comply with them in every respect.

## 3. Terms of Proposal

If You are a Principal, then the terms and conditions contained in Your Proposal shall apply to You and where there is an inconsistency between those terms and conditions and the Conditions of Use, the terms and conditions in the Proposal shall prevail.

#### **4. Fees**

You agree to pay the Annual Subscription Fees for every Owners Association you add to the System and any Additional Service Fees that You may incur. Payments by You pursuant to these Conditions of Use may be invoiced direct to You or in the case of Australian clients who have entered into the Strataware Payment System Agreement we are entitled to deduct from monies received on your behalf pursuant to the terms and conditions of the Strataware Payment System Agreement.

#### **5. Password Protection**

You are responsible for maintaining the confidentiality of Your password and for any unauthorised use of Your password.

#### **6. Intellectual Property Rights**

You acknowledge that You have been informed that Mystrata Holdings Pty Ltd (ACN 124 911 673), a company duly incorporated in Queensland, Australia, is the Owner of all right, title and interest, including the Intellectual Property Rights, in respect of the System, its Content, Our web site and all associated and related manuals, works or materials, all of which are protected at least by copyright, unless otherwise indicated. Mystrata Holdings Pty Ltd reserve all rights. You also acknowledge that Mystrata Holdings Pty Ltd has the absolute right to any suggestions, ideas, enhancement, requests, feedback, recommendations or other information provided by You or any other party relating to the System.

#### **7. What You must not do**

In using the System You must not:

- (a) license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the System or any of the Content in any way;
- (b) allow anyone access to the System who has not agreed to the Conditions of Use or who may use it for an unintended purpose;
- (c) copy, reproduce, alter, adapt, modify, transmit or make derivative works based upon the System or the Content;
- (d) reverse engineer or access the System in order to:
  - (i) build a competitive product or service; or
  - (ii) build a product using similar ideas, features, functions or graphics of the System; or
  - (iii) copy any ideas, features, functions or graphics of the System;
- (e) provide links, including 'blind or hidden' referral links, to businesses or pages with advertising;
- (f) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws;
- (g) send or store material containing software viruses, worms, Trojan horses or other harmful computer codes, files, scripts, agents or programs;
- (h) interfere with or disrupt the integrity or performance of the System or the Data;
- (i) attempt to gain unauthorized access to the System or any part of the System or its related systems or networks;
- (j) access the System if You are a competitor or employee of a competitor of the System;
- (k) for competitive purposes, access the System to monitor its availability, performance or functionality, or for benchmarking or other competitive purpose;
- (l) collect, store or use any personal data about other Users that You may obtain during the course of using the System;
- (m) copy, publish or otherwise use material on the System for any purpose other than its intended purpose, unless You obtain the prior written permission from Us and the Owners Association to which that material relates; or

(n) do anything that restricts or inhibits the use of the System by any other person.

If You breach any of those obligations We, or the web administrator, may remove the offending material from the System without prior notice to You and take any other action, including legal action against You, reasonable in the circumstances. Any failure or delay on Our part, or on the part of the web administrator, to take action does not constitute a waiver of Our or their right to take action at a later time.

#### **8. What You must do**

In using the System You must:

- (a) immediately notify the web administrator of any unauthorised use of Your password or any other breach of security;
- (b) keep the compulsory component of Your contact information and personal profile up to date;
- (c) notify the web administrator immediately You cease to be qualified to use the System in Your current capacity; and
- (d) comply with all relevant laws, regulations and directions.

#### **9. Data**

We acknowledge that We do not have any Intellectual Property Rights in respect of the Data, although it is agreed that we may access and use the Data for the purpose of:

- (a) benchmarking aspects of the financial or management performance of Owners Associations without identifying You or any Owners Association or person to whom the Data relates;
- (b) communicating with Users for the purpose of regulating or promoting use of the System;
- (c) promoting electronic dealings between various Users; or
- (d) complying with any law, regulation or directive of government.

You agree to accept sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Data. You also agree to accept sole responsibility for any deletion, correction, destruction, damage, loss or failure to store any Data on Your part. When using the Data in accordance with this Agreement, We will comply with Our privacy policy, as displayed on Our web site at [www.mystrata.com](http://www.mystrata.com). Furthermore, We will not allow anyone who is not an authorised User to access or use the Data unless We are authorized to do so by the owner of the Data. We may in our absolute discretion delete any Data that is illegal, immoral or offensive.

#### **10. Confidential Information**

You and We agree:

- (a) without the written approval of the other, to disclose the other's Confidential Information; and
- (b) to take all reasonable steps to ensure that other Users do not make public or disclose the other party's Confidential Information, **EXCEPT** that this does not prevent disclosure by You or Us of:
  - (c) in the case of a Principal, the terms of the Proposal to Your or Our related companies, lawyers, auditors, insurers or financial advisors;
  - (d) information required to be disclosed by law or by the listing rules of any stock exchange; or
  - (e) information made available via MyCommunity as part of its normal function as a means of making information available to board members, owners and occupiers of Units.

#### **11. Termination**

Subject to the terms and conditions in the Proposal to the contrary, We or the Principal may by giving 90 days written notice, terminate this Agreement for any reason. In that event We will upon expiry of that notice:

- (a) provide the Principal with a copy of all Data in electronic format;
- (b) repay all amounts paid in advance of the 90 day notice period; and

(c) terminate access to the System.

If You are not a Principal We may terminate Your use of the System if the agreement between the Principal and Us expires.

## **12. Dealings with Advertisers**

Any dealings You have with advertisers or service providers named in the System, including any promotions offered by them, are between You and them and We will not accept any responsibility in relation to non-performance or non-delivery by them or for any defects in products, materials or services provided by them. We will not be responsible in any way for any loss or damage You may suffer as a result of any such dealings.

## **13. Links**

The System may provide links to other World Wide Web sites or resources. You acknowledge that We:

- (a) have no control over the content of any such sites or resources;
- (b) are not responsible if those sites or resources are not available for any reason;
- (c) do not endorse the content of any such site or resource; and
- (d) will not be responsible for nor liable for any content, advertising, products or other materials on or available from those sites or resources.

## **14. Use of the System**

By logging on to the System You understand and agree that:

- (a) Your use of the System is at Your sole risk;
  - (b) the System and services available from it may not be error free and are provided on an 'as is' and 'as available' basis;
  - (c) access to and use of the System is dependent on a number of factors outside Our control, including:
    - (i) traffic and technical difficulties with the internet or public telecommunication systems;
    - (ii) the potential for security breaches;
    - (iii) actions of Government;
    - (iv) capacity, failures or inadequacies in Your computer system, Your employees and contractors, and Your telecommunications arrangements; and
    - (v) the quality and nature of data entered by You, Your agents and employees,
- AND** We are not responsible for any such things and will have no liability to You in relation to events or failures caused by any of them;
- (d) We do not accept responsibility for the completeness or accuracy of any legally related information in the System and You acknowledge that You must not rely on that information as a substitute for professional legal advice;
  - (e) We are not responsible for the completeness or accuracy of any data, information or documents drawn from any web based strata management system used by any Principal or Owners Association, including without limitation, the System itself;
  - (f) We and the web administrator expressly disclaim all warranties of any kind, whether express or implied, including without limitation, any implied warranties of merchantability, fitness for a particular purpose and non-infringement; and
  - (g) neither We, nor the web administrator, will be liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any site or resource referred to in clauses 12 and 13 above.

## **15. Limitation of liability**

You and We agree that the following limitations on Our liability under this agreement apply:

- (a) Any condition or warranty that is implied by any law in this agreement is hereby excluded, **BUT** this does not exclude, restrict or modify any condition, warranty or liability which may at any time be implied by the *Competition and Consumer Act 2010* (Cth), *The Australian Consumer Law*, within the meaning of that Act, or any other law where to do so is illegal or would render any provision of this agreement void;
- (b) If we become liable for breach of a guarantee implied by Sub-Division B of Division 1 of Part 3-2 of *The Australian Consumer Law* or under similar legislation, Our liability is limited to any one or more of the options listed in section 64A of that Law as We in Our sole discretion consider relevant and appropriate;
- (c) We are not liable to You, either in contract, tort (including negligence) or otherwise for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss or damage or for any destruction of Data;
- (d) Our liability to You in contract, tort (including negligence) or otherwise in relation to this Agreement is limited in the aggregate to the fees paid by You for use of the System during the 12 months prior to any cause of action arising;
- (e) We will not be liable to You to the extent that any failure, act or omission by Us is due in whole or in part to any act or omission by You, Your servants or agents, including without limitation, for any consequence of data conversion conducted by You or assisted by Us; and
- (f) as We provide infrastructure to manage information and We do not create the data ultimately to be used by You, We will not be liable or responsible in any way for Data entered or created by You or anyone You authorise.

#### **16. User Indemnity**

You indemnify Us and the web administrator and agree to keep Us and the web administrator and our respective employees, contractors and agents, indemnified and harmless from any claim or demand, including legal fees on a lawyer and own client basis, made by any third party due to or arising out of:

- (a) content You submit, post to or transmit through the System;
- (b) Your use of the System;
- (c) Your violation of the Conditions of Use, or if You are a Principal, the terms and conditions of the Proposal; or
- (d) Your violation of any rights of another.

#### **17. Change of Conditions of Use**

We may, acting reasonably, change these Conditions of Use at any time in accordance with the following procedure:

- (a) We will post a notice to that effect on Our web site and keep that notice posted for a period of 30 consecutive days;
- (b) We will also notify you by e-mail when We post that notice;
- (c) during that 30 day period You may make submissions to Us about the proposed changes;
- (d) We must take those submissions into account before we decide to proceed with the changes, although We are not under any obligation to modify the proposed changes unless they are unreasonable;
- (e) if We choose not to take those submissions into account You may, without penalty, elect to cease using the System at the expiry of that 30 day period; and
- (f) any change made in this way shall be effective from the date We make the change.

#### **18. Warranties**

We warrant, subject to the express provisions of this Agreement, that:

- (a) We will provide the System in a professional manner using due care, skill and diligence;
- (b) if You are a Principal, the System will be provided in accordance with the terms of Our agreement

with You; and

- (c) the System is reasonably fit for the purpose for which You intend to use it, being the purpose set out in this Agreement using the functionality described in the program documentation (such as user manuals).

#### **19. Force majeure**

A party is not liable for any delay or failure to perform their obligations pursuant to this Agreement if such delay or failure is due to Force Majeure. If a delay or failure by a party to perform their obligations is caused or anticipated due to Force Majeure, the performance of all other obligations will be suspended.

#### **20. Disputes**

All Disputes arising between You and Us out of or related to our relationship or this Agreement, including any question regarding its existence, validity or termination, shall be dealt with as follows:

- (a) in the first instance the dispute shall be referred to the chairman or principal of each of the parties who shall within 7 days of such referral meet with a view to finding a mutually agreed resolution to the dispute; and
- (b) if such meeting fails to resolve the dispute, then it shall upon written notice by either party be referred to and finally resolved by arbitration under the Rules of *The Institute of Arbitrators and Mediators Australia*, which rules are deemed to be incorporated by reference into this clause.

Neither party shall commence legal proceedings before delivery of the decision of an arbitrator and pending submission to arbitration and thereafter until the delivery of the decision of the arbitrator, the parties shall, as far as may be possible, continue to perform all their obligations under this Agreement, unless this Agreement has been terminated.

#### **21. Applicable Law**

The relationship created by these Conditions of Use is governed by the laws of the State of Queensland, Australia, and the Commonwealth of Australia and You and We agree submit to the jurisdiction of the Courts of that State and Commonwealth.

#### **22. Service of Notices**

If We need to serve a notice on You, or otherwise communicate with You, We will do so via e-mail or by broadcast via the System and You agree to accept all such notices or communications via e-mail or broadcast. You will be deemed to have received Our notice or communication 24 hours after it is transmitted by Us, unless, in the case of an e-mail, We receive a notice of non-delivery of the e-mail. However, it is Your responsibility to ensure that We always have Your current e-mail address.

#### **23. Severance**

If any clause, paragraph or sentence of the Conditions of Use is found to be invalid, void or unenforceable, the remaining provisions of the Conditions of Use will continue in full force and effect.

#### **24. Privacy Policy**

You acknowledge having read and accepted the terms of Our Privacy Policy as displayed on Our web site at [www.mystrata.com](http://www.mystrata.com).

## **Schedule 1**

### **Customer Support Agreement (“CSA”)**

#### **1. Introduction**

This CSA sets out in favour of Principals and Users the Customer Support policy for the System, how customer support is provided, its method of operation and the metrics by which

Licensees will measure Our performance against and by which We need to measure Our own performance.

## **2. Customer Support Services**

2.1 We agree to provide the following services (“**Customer Support Services**”) as part of the annual fee You pay for use of the System (“**License Fees**”):

- (a) phone, e-mail, facsimile and Internet support until the number of Tickets You submit reaches the agreed monthly service limit (10 tickets per month for the first 6 months of usage, then 5 tickets per month thereafter);
- (b) online help 24/7 via Our System’s support centre – this resource, accessed via Our web site [www.mystrata.com](http://www.mystrata.com) gives Users access to an online, searchable knowledge base with answers to the most commonly asked System support questions;
- (c) training videos via Our support centre at [www.mystrata.com](http://www.mystrata.com); and
- (d) extensive help throughout the System.

2.2 “Tickets” for the purposes of clause 2.1(a):

- (a) include the agreed customer support tasks listed in clause 3.1; and
- (b) do not include investigation and resolution of bugs or issues with the System (except for any issues investigated in accordance with clause 4.1(d)).

## **3. Customer Support Tasks**

3.1 We agree to provide the following tasks, (“**Customer Support Tasks**”) as part of Your Annual Subscription Fees:

- (a) “How To” questions on the use of the System;
- (b) installation of plug-ins needed for the use of the System;
- (c) issuing of new usernames and passwords for new users of the System;
- (d) general advice on the administration aspects of the *MyCommunity* web site;
- (e) advice on how to upload and download information, data, photographs and other materials to the *MyCommunity* web site;
- (f) advice of the minimum system requirements to operate the System as recommended by Us from time to time; and
- (g) setting up new buildings in the System in accordance with the agreed process outlined in the System training manual available from Our on-line support centre.

3.2 Unless otherwise agreed by Us, Our customer support desk does not provide support for the following:

- (a) internet speed and network traffic within a Licensee’s location;
- (b) third party software on a User’s local computer such as Microsoft Office, Adobe, Flash, Fonts, Internet Explorer etc.;
- (c) speed or configuration of a User’s local computer or network; and



(d) configuration of a User's local printers, except for questions relating to the printing of reports from the System.

**4. Hours of Operation**

- 4.1 We agree to provide the Customer Support Services and Customer Support Tasks between the hours and on the days set out in the Standard Service Times.
- 4.2 Except for scheduled down-time, Our on-line support centre will be available 24 hours a day, 7 days a week via our web site at [www.mystrata.com](http://www.mystrata.com).
- 4.3 In terms of critical incidents (see clause 7 for a guide on what is a "critical" incident), both We and each of Our partner organisations are required to have a nominated individual on call (accessible) in case of a system down up to the hours and on the days set out in the Standard Service Times.

**5. Your Obligations**

- 5.1 You agree to log all support requests as Tickets using Our on-line support centre at Our web site at [www.mystrata.com](http://www.mystrata.com) .
- 5.2 Unless otherwise agreed by Us, you must restrict the number of persons in Your organisation that make written or phone support contact to Us to **two** people (a primary and backup individual).
- 5.3 Before calling Our office or logging a support Ticket to Our customer support desk, You agree to refer to the user guides or videos in Our online support centre to seek an answer for the issue or question.
- 5.5 You must provide an e-mail address for the two people nominated in accordance with clause 6.2. You will be responsible for notifying Us if the names or e-mail addresses of these two people change.

**6. Our Obligations**

- 6.1 For the purposes of this agreement, We will apply the following guidelines to categorise the urgency of the Customer Support Tasks reported in accordance with clause 3.1:

Type	Meaning	Theoretical Examples
Critical	These tasks take the highest priority. They are urgent cases where immediate help is needed due to a critical impact on the client's production operation. Typically, the System is totally or partially inoperative and data corruption may have occurred.	Cannot login to the System.

High	These are typically non-emergency calls with a system impact problem that is, for example, affecting daily upload of new buildings, the production of month end reports or the processing of critical updates. Typically the potential impact on the clients business may be significant but response within target times is acceptable.	Performance of the System is slow compared to normal. Correct figures are not appearing on financial reports. Cannot print service charge invoices. Principals being threatened with losing a building if a particular issue is not resolved within the day.
Medium	These are calls relating to queries regarding product use or implementation.	How to create a special service charge levy. How to query the history of a Lot Debtor. General documentation queries.
Low	These calls are not time critical and cause minimum impact on the Licensee. They are categorized as not being associated with data migration, levies, cheque generation or month end reports.	There is a spelling mistake in a system report.

6.2 We will use Our best endeavours to respond to the Customer Support Tasks reported in accordance with clause 3.1 as follows:

- (a) for *Critical* tasks – within 3 hours of it being reported to us;
- (b) for *High* tasks – within 24 hours of it being reported to us;
- (c) for *Medium* tasks – within 48 hours of it being reported to us; and
- (d) for *Low* tasks – within 21 business days of it being reported to us.

## 7. Standard System Hours for Access

7.1 Subject to clause 8.2, the System will be available 24 hours a day, 7 days a week.

7.2 The System may be offline and unavailable, in whole or in part, due to the following:

- (a) urgent updates to the System to fix critical issues or bugs;
- (b) regular system updates to the System to release non-critical bugs or issues or to release

new features;

- (c) routine System and database maintenance; and
- (d) planned outages of any 3<sup>rd</sup> party hosting companies that host the System in a secure data centre.

7.3 Except for clause 8.2(d), We will use Our best endeavours to take the System offline outside normal business hours to reduce disruption to your business. We will also use our best endeavours to place the system back online as soon as reasonably practicable.

7.4 We agree to give the following notice regarding the unavailability of the System:

- (a) for items under Clause 8.2(a), a minimum of 15 minutes' notice;
- (b) for items under Clause 8.2(b), a minimum of three hours notice;
- (c) for items under Clause 8.2(c), a minimum of 24 hours notice; and
- (d) for items under Clause 8.2(d), a minimum of 5 business days notice.

## **8. Fees**

8.1 We will undertake for You a reasonable level of customer support tasks that are not covered by the Annual Subscription Fees provided You pay Us the relevant Standard Additional Fees. We reserve the right, acting reasonably, to review those fees annually.

8.2 If We agree to provide and You agree to pay for Our time spent on customer support tasks in accordance with clause 9.1., You will be charged a minimum of 15 minutes of Our time. The invoice shall show each task to which a charge relates and the time spent on each task.

8.3 Any fees incurred in accordance with this Customer Support Agreement will be invoiced to You in arrears and will be payable within 30 days of You receiving the invoice.

## **Schedule 2 Hosting and Data Services Agreement**

The hosting services and data services We agree to provide for You are:

1. Hosting of the System in a secure data centre which includes the following minimum data security and IT infrastructure:
  - (a) significant<sup>1</sup> electronic data storage facilities for company and scheme documents via the System's document folder functionality;
  - (b) redundant power;
  - (c) redundant network & internet connections;
  - (d) 10MB broadband Internet connection;

- (e) 24-hour security including password & swipe card access;
- (f) 24/7 System and Database monitoring & support;
- (g) nightly back-up of Data including offsite storage of backed-up Data;
- (h) two separate firewall systems and active intruder monitoring;
- (i) data encryption;
- (j) each manager has a segregated application and data space;
- (k) PostGRD database security;
- (l) secure socket connection (SSL 128-bit);
- (m) all System activity is logged and can be audited; and
- (n) two separate virus screening systems.

2. Access to the System in accordance with clause 8 of Our Customer Support Agreement.

3. 99% System availability between the hours and on the days set out in the Standard Service Terms.

**4. Regular System updates.** These updates will contain routine maintenance, bug fixes and new releases (i.e. new versions) at our discretion, for the System. The System may need to be offline for a period of time for these updates to take effect. These will be notified to you in accordance with clause 8 of Our Customer Support Agreement.

We reserve the right to change these Hosting and Data Services by notice in writing to You if our service provider (currently AAPT of Brisbane, Australia and eHosting DataFort of Dubai, United Arab Emirates) or another provider we use, exercises any rights it may have to change the services it provides to Us **PROVIDED** that any change shall not result in You receiving any service at a lesser standard than Our current provider provides to Us.

This only covers documents and files uploaded to the System and the Portal. It does not include the data generated by the System and the Portal such as reports. Currently We do not put any limit on data storage. That said, this cannot be open-ended for risk of abuse, so Our indicative limit will be 500MB per Unit in the Portfolio per annum. We reserve the right to charge a nominal amount for additional data storage beyond this limit, subject to those charges being notified to You beforehand.

## Schedule 3 Fees

### 1. Annual Subscription Fees\*

Australia (A\$)	Middle East (AED)	South Africa (ZAR)	Malaysia (MYR)	Other (AUD\$)
\$13 per Unit + GST p.a.	AED 100 per unit p.a.	ZAR 120 per unit p.a.	MYR 50 per unit p.a.	A \$25 per unit p.a.

\*The above license fees are our starting rates per Owners Corporation. If a Principal has negotiated another rate as per a Proposal, then the rates in the Proposal apply.

### 2. Standard Additional Fees

Task Provider/Service	Australia (A\$)	Middle East (AED)	South Africa (ZAR)	Malaysia (MYR)	Other (\$AUD)
Help desk staff	\$85 per hour (+GST)	AED 250 per hour	ZAR 400 per hour (+VAT)	MYR 200 per hour	\$85 per hour
Junior developers or programmers	\$120 per hour (+GST)	AED 400 per hour	ZAR 600 per hour (+VAT)	MYR 320 per hour	\$120 per hour
Senior developers or programmers	\$150 per hour (+GST)	AED 700 per hour	ZAR 1,000 per hour (+VAT)	MYR 560 per hour	\$150 per hour
Directors or senior management	\$220 per hour (+GST)	AED 800 per hour	ZAR 1,500 per hour (+VAT)	MYR 640 per hour	\$220 per hour
Training at Our Office	\$800 per day (+GST)	AED 3,000 per day	ZAR 5,000 per day (+VAT)	MYR 500 per day	\$800 per day
Training at Your Office	\$950 per day (+GST) not including our reasonable costs for travel and accommodation	AED 4,000 per day not including our reasonable costs for travel and accommodation	ZAR 7,000 per day (+VAT) not including our reasonable costs for travel and accommodation	MYR 600 per day not including our reasonable costs for travel and accommodation	\$950 per day not including our reasonable costs for travel and accommodation
Fee to add new Buildings to the System	\$10 per unit (+GST) capped at \$250 (+GST) per Scheme	AED 10 per unit capped at AED 1,000 per Scheme	ZAR 20 per unit (+VAT) capped at ZAR 2,000 (+VAT) per Scheme	MYR 10 per unit capped at ZAR 2,000 (+VAT) per Scheme	\$10 per unit capped at \$250 per Scheme
Web Portal Design & Development	Subject to separate statement of work	Subject to separate statement of work	Subject to separate statement of work	Subject to separate statement of work	Subject to separate statement of work
Professional Photography or copywriting	\$150.00 per hour (+GST)	AED 700 per hour	ZAR 1,200 per hour (+VAT)	MYR 500 per hour	\$150.00 per hour

### 3. Payment Facility Transaction Fees

For Australian users:

- a. Paying In Person
- Transaction Fee  
\$2.80
  - Cheque handling fee  
\$2.80
  - Dishonoured or reversed payment  
fee  
\$25.00
  - Standard Credit Card fee (% of  
collection) and a Per Transaction Fee  
1.20% & \$2.80
  - Barcode Error Processing fee  
\$25.00

- b. Paying By Phone
- Transaction Fee  
\$1.60
  - Cheque handling fee  
N/A
  - Dishonoured or reversed payment  
fee  
\$25.00
  - Standard Credit Card fee (% of  
collection) and a Per Transaction Fee  
1.20% & \$1.60
  - Barcode Error Processing fee  
N/A

- c. POSTbillpay® By Internet
- Transaction Fee  
\$1.60
  - Cheque handling fee  
N/A
  - Dishonoured or reversed payment  
fee  
\$25.00
  - Standard Credit Card fee (% of  
collection) and a Per Transaction Fee  
1.20% & \$1.60
  - Barcode Error Processing fee  
N/A

- d. BPay® By Internet
- Transaction Fee  
\$1.60
  - Cheque handling fee  
N/A
  - Dishonoured or reversed payment  
fee  
\$25.00
  - Standard Credit Card fee (% of  
collection) and a Per Transaction Fee  
N/A
  - Barcode Error Processing fee  
N/A

**Notes:**

A transaction fee includes charges for processing a dishonour or reversal.  
Standard Credit Card fee refers to Visa, Mastercard and Bankcard

## Schedule 4 Standard Service Times

Service or Task	Australian Users	Middle East Users	Malaysian Users
System Hours for Access (subject to the terms of clause 8 of the Customer Support Agreement)	24 hours a day, 7 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week
On-line Support (subject to the terms of clause 5 of the Customer Support Agreement)	24 hours a day, 7 days a week	24 hours a day, 7 days a week	24 hours a day, 7 days a week
Hosting and Data Services (subject to the terms of the Hosting and Data Services Agreement)	99% System availability between the hours of 9.00 am to 5.00 pm AEST, Monday to Friday and 95% during all other times	99% System availability between the hours of 9.00 am to 5.00 pm (GMT + 4 hours), Sunday to Thursday and 95% during all other times	99% System availability between the hours of 9.00 am to 5.00 pm (AEST + 3 hours), Monday to Friday and 95% during all other times
Customer Support Services	9.00am to 5.00pm AEST Monday to Friday, but excepting Queensland public holidays	9.00am to 5.00pm (GMT + 4 hours) Sunday to Thursday, but excepting nationally recognized public holidays in Dubai and the United Arab Emirates	9.00am to 5.00pm (AEST + 3 hours) Monday to Friday, but excepting nationally recognized public holidays in Malaysia
Customer Support Tasks	9.00am to 5.00pm AEST Monday to Friday, but excepting Queensland public holidays	9.00am to 5.00pm (GMT + 4 hours) Sunday to Thursday, but excepting nationally recognized public holidays in Dubai and the United Arab Emirates	9.00am to 5.00pm (AEST + 3 hours) Monday to Friday, but excepting nationally recognized public holidays in Malaysia
Critical Incidents	Between the hours of 9.00am and 10.00pm AEST Monday to Friday	Between the hours of 9.00am and 10.00pm (GMT = 4 hours) Sunday to Thursday	9.00am to 5.00pm (AEST + 3 hours) Monday to Friday

Service or Task	South African Users	All other International Users
System Hours for Access (subject to the terms of clause 7 of this Support Agreement)	24 hours a day, 7 days a week	24 hours a day, 7 days a week
On-line Support (subject to the terms of clause 5 of the Customer Support Agreement)	24 hours a day, 7 days a week	24 hours a day, 7 days a week
Hosting and Data Services (subject to Part C of this Support Agreement)	99% System availability between the hours of 9.00 am to 5.00 pm (UTC + 2 hours), Monday to Friday and 95% during all other times	99% System availability between the hours of 9.00 am to 5.00 pm AEST, Monday to Friday and 95% during all other times
Customer Support Services	9.00 am to 5.00 pm (UTC + 2 hours), Monday to Friday, but excepting nationally recognized public holidays in South Africa	9.00am to 5.00pm AEST Monday to Friday, but excepting Queensland public holidays
Customer Support Tasks	9.00 am to 5.00 pm (UTC + 2 hours), Monday to Friday, but excepting nationally recognized public holidays in South Africa	9.00am to 5.00pm AEST Monday to Friday, but excepting Queensland public holidays
Critical Incidents	Between the hours of 9.00 am to 5.00 pm (UTC + 2 hours), Monday to Friday	Between the hours of 9.00am and 10.00pm AEST Monday to Friday