

1. Definitions

- 1.1 “RES-Q IT” means Resq Pty Ltd T/A RES-Q It Services, its successors and assigns or any person acting on behalf of and with the authority of Resq Pty Ltd T/A RES-Q It Services.
- 1.2 “Business Day” means a day which is not a Saturday or Sunday or a gazetted public holiday in Western Australia.
- 1.3 “Client” means the person/s buying the Goods and/or Services as specified in any invoice, receipt or Order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.4 “Client Information” means any information, specifications, documents, software, hardware, and other particulars of the Client requested by RES-Q IT for the development of a Quote and/or the acceptance of an Order, the provision of Goods and/or Services or for the purposes of clause 8 or 9 .
- 1.5 “Credit Application” means the credit application form adopted by RES-Q IT, as varied from time to time, as completed by the Client for the purpose of the provision to it of credit by RES-Q IT.
- 1.6 “Delivery” means the delivery of Goods and/or Services to the Premises.
- 1.7 “Delivery Date” means the date on which the Goods or Services are to be delivered, as varied in accordance with the T&Cs.
- 1.8 “Deposit” means a deposit amount equivalent to 50% of the Price or such other amount as the parties may agree in writing, payable in accordance with these T&Cs.
- 1.9 “Goods” means any goods supplied by RES-Q IT to the Client as the result of an Order.
- 1.10 “Insurance” means an insurance policy taken out by the Client in the names of the Client and RES-Q IT with an insurer approved by RES-Q IT acting reasonably in respect of loss or damage to the Goods on terms (including a cross liability and waiver of subrogation clause) and for an amount reasonably satisfactory to RES-Q IT.
- 1.11 “Licence” means a non-exclusive, limited licence to use computer software, documentation and/or data designed or provided by RES-Q IT to the Client and to which RES-Q IT retains ownership and which is subject to conditions which may be advised to the Client from time to time by RES-Q IT and these T&Cs.
- 1.12 “Order” means an order placed by the Client by the acceptance of a Quote.
- 1.13 “Premises” means the Client’s usual place of Business or other premises to which it advises RES-Q IT to deliver the Goods or provide the Services.
- 1.14 “Price” means the Price payable for the Goods and/or Services detailed in the Quote and accepted by the Client by the placing of an Order, as varied in accordance with the T&Cs.
- 1.15 “Quote” means a quotation for the provision of Goods and/or Services provided by RES-Q IT to the Client.
- 1.16 “Remote Access” means the provision of Services by RES-Q IT to the Client by electronic access from the Site.
- 1.17 “Services” means any services supplied by RES-Q IT to the Client as the result of an Order.
- 1.18 “Site” means the RES-Q IT premises as varied and advised to the Client from time to time.
- 1.19 “Specifications” means the specifications set out in the Quote.
- 1.20 “T&Cs” means the terms and conditions evidenced by this document, as varied and notified to the Client from time to time.
- 1.21 “Technician” means an officer, employee, agent or representative of RES-Q IT who installs the Goods or provides the Services and who shall at all times identify themselves by the provision of RES-Q IT identification material.
- 1.22 “Ticket” means the notification of an Order within RES-Q IT’s operating system which is opened by RES-Q and notified to the Client upon acceptance of an Order and closed upon Delivery.

2. Acceptance of terms and conditions

- 2.1 The Client accepts the T&Cs immediately upon requesting a Quote, placing an Order or accepting a Delivery.
- 2.2 The T&Cs may only be amended with RES-Q IT’s written consent and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and RES-Q IT.
- 2.3 The Client shall as soon as practicable after a request make available to RES-Q IT all Client Information, and the Client acknowledges and accepts that any Delivery Date is dependent on prompt delivery of the Client Information and the Delivery Date shall be updated or amended if the provision of Client Information is delayed for any reason..
- 2.4 The Client acknowledges that any advice or recommendations are provided by RES-Q IT on the basis of RES-Q IT’s industry knowledge and experience only and as such shall not be deemed to be specialist advice.
- 2.5 The Client acknowledges that it is their responsibility to ensure that the Client Information contains sufficient detail to satisfy RES-Q IT’s requirements, interpretation and understanding and that any particulars or specific requirements are clearly set out in the Client Information and Specifications.
- 2.6 RES-Q IT shall not incur any liability for the supply of Goods and/or Services which do not meet the Client’s needs due to imprecise, insufficient or inadequate provision of Client Information.
- 2.7 All third-party software is provided at the Client’s own risk and is not in any way warranted by RES-Q IT nor shall RES-Q IT be in any way responsible for the implementation or effects of any “patches”, “updates”, or “fixes” offered by the manufacturer of the software.
- 2.8 The Client irrevocably appoints RES-Q IT and each director of RES-Q IT as the Client’s true and lawful attorney/s to perform all necessary acts to give effect to the provisions of the T&Cs including, but not limited to, signing any document on the Client’s behalf.

3. Assignment and transfer

- 3.1 The Client shall not transfer or assign its rights or divest itself of its obligations under these T&Cs without the written consent of RES-Q IT.
- 3.2 If the Client is a company not listed on the Australian Stock Exchange and there is a change in control of the Client such that the power to directly or indirectly direct the management or policies of the company; or control the

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membership of the board of directors is affected, such change in control is to be taken to be a transfer and clause 3.1 shall apply.

- 3.3 RES-Q IT may assign, licence or sub-contract all or any part of its rights and obligations under these T&Cs without the Client's consent.

4. Price and Payment

- 4.1 Payment of the Price shall be made:
(a) by paying the Deposit upon the acceptance of the Quote by the creation of an Order; and
(b) as to the balance of the Price, upon Delivery;
by cash, electronic funds transfer or credit card (which will incur a surcharge of 1.5% of the Price).
- 4.2 Time for payment for the Goods and/or Services is of the essence.
- 4.3 The completion of a Credit Application does not entitle the Client to a credit account with RES-Q IT any credit offered may be withdrawn at any time.
- 4.4 RES-Q IT reserves the right to change the Price in the event of a variation to Specifications or as a result of any changes to the supply of the Goods, delivery of Services or Client Information, including, but not limited to, additional Goods and/or Services required due to matters which were not evident prior to Delivery, or as a result of fluctuations in foreign exchange rates, international freight or insurance charges, or increases beyond RES-Q IT's reasonable control in the cost of materials or labour.
- 4.5 Unless otherwise stated the Price does not include GST or any other taxes and duties that may be applicable to the provision of the Goods or Services.
- 4.6 The Client must pay to RES-Q IT an amount equal to any GST, other taxes and duties which RES-Q IT must apply or pay for any supply by RES-Q IT, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price.

5. Delivery of Goods and/or Services

- 5.1 Delivery of the Goods occurs at the time
(a) the Goods are provided by RES-Q IT to the Client on Site; or
(b) RES-Q IT (or RES-Q IT's nominated carrier) delivers the Goods to the Premises, even if the Client is not present at the Premises and the Goods shall be left at the Client's sole risk.
- 5.2 Delivery of Services occurs upon the closing of the Ticket and Services may be provided by a Technician attending the Premises or by Remote Access at RES-Q IT's absolute discretion.
- 5.3 The Client must take Delivery whenever offered by RES-Q IT between 9am and 5pm on a Business Day.
- 5.4 In the event that the Client does not take Delivery as arranged, then RES-Q IT shall be entitled to charge a fee for redelivery, re-attendance and/or storage being the cost charged to RES-Q IT plus a 30% administration fee.
- 5.5 RES-Q IT may deliver the Goods and/or Services in separate instalments. Each separate instalment shall be treated as a separate Delivery and paid in accordance with the provisions in these T&Cs.
- 5.6 The Delivery Date shall be the date set out in the Order, if any, and may be varied from time to time by written notice from RES-Q IT.
- 5.7 Any advice given by RES-Q IT to the Client of the Delivery Date is an estimate only and RES-Q IT will not be liable for any loss or damage incurred by the Client as a result of a delay in Delivery.

6. Risk and damage

- 6.1 Risk in the Goods and Services passes to the Client upon Delivery.
- 6.2 Any damage or fault in the Goods or Services must be reported to RES-Q IT within 2 Business Days of Delivery.
- 6.3 If any of the Goods and/or Services are damaged or destroyed following Delivery but prior to Title passing to the Client, RES-Q IT is entitled to receive all insurance proceeds payable for the Goods and/or Services. The production of these T&Cs by RES-Q IT is sufficient evidence of RES-Q IT's rights to receive the insurance proceeds without the need for any person dealing with RES-Q IT to make further enquiries.
- 6.4 RES-Q IT shall not be held liable for any damage, loss, corruption, or deletion of Client files or data (including, but not limited to software programmes) resulting from Delivery.
- 6.5 It is the sole responsibility of the Client to back-up any data which they believe to be important, valuable, or irreplaceable prior to Delivery. The Client accepts full responsibility for the Client's software and data and specifically releases RES-Q IT from any liability to remind, or as a result of a failure by, the Client to apply appropriate backup procedures.

7. Title and insurance

- 7.1 Title the Goods and/or Services shall not pass until RES-Q IT has received the full Price in cleared funds.
- 7.2 The Client must take out the Insurance on or before Delivery and provide to RES-Q IT written evidence of the Insurance upon request.
- 7.3 Until the title in the Goods and/or Services passes to the Client in accordance with clause 7.1:
(a) the Client is only a bailee of the Goods and/or Services and must return the Goods and/or Services to RES-Q IT upon request.
(b) the Client shall not be entitled to use the Goods or Services other than for the purpose of establishing the suitability of the Goods or Services.
(c) the Client holds the benefit of the Insurance on trust for RES-Q IT and must pay to RES-Q IT the proceeds of any claim made on the Insurance in the event of the Goods being lost, damaged or destroyed.

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- (d) the Client must not sell, dispose, or otherwise part with possession of the Goods and/or Services noting always that if the Client sells, disposes or parts with possession of the Goods and/or Services contrary to this clause then the Client holds the proceeds of any such act on trust for RES-Q IT and must pay or deliver the proceeds to RES-Q IT immediately upon demand.
- (e) the Client must not convert or process the Goods and/or Services or intermix them with the Client's other goods and/or services noting always that if the Client does so contrary to this clause then the Client holds the resulting product on trust for the benefit of RES-Q IT and must sell, dispose of or return the resulting product to RES-Q IT immediately it so directs.
- (f) the Client irrevocably authorises RES-Q IT to enter any Premises where RES-Q IT believes the Goods are located and recover possession of the Goods and indemnifies RES-Q for any costs incurred from such entry..
- (g) RES-Q IT may recover possession of any Goods in transit whether or not Delivery has occurred.
- (h) the Client shall not charge or grant an encumbrance over the Goods and/or Services nor grant nor otherwise give away any interest in the Goods and/or Services without written consent of RES-Q IT.
- (i) RES-Q IT may commence proceedings to recover the Price, Goods and/or Services.

8. Personal Property Securities Act 2009 (“PPSA”)

- 8.1 In this clause financing statement, financing change statement, security agreement, and security interest has the meaning given to it by the PPSA.
- 8.2 Upon assenting to these T&Cs in writing the Client acknowledges and agrees that these T&Cs constitute a security agreement for the purposes of the PPSA and creates a security interest in all Goods and/or Services already supplied and that will be supplied in the future by RES-Q IT to the Client.
- 8.3 The Client undertakes to:
 - (a) promptly sign any further documents and/or provide any Client Information which RES-Q IT may reasonably require to;
 - (i) register a financing statement or financing change statement in relation to a security interest on the PPSR;
 - (ii) register any other document required to be registered by the PPSA; or
 - (iii) correct a defect in a statement referred to in clause 8.3(a)(i) or 8.3(a)(ii);
 - (b) indemnify, and upon demand reimburse, RES-Q IT for all expenses incurred in registering a financing statement or financing change statement on the PPSR established by the PPSA or releasing any Goods and/or Services charged thereby;
 - (c) not register a financing change statement in respect of a security interest without the prior written consent of RES-Q IT;
 - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or Services in favour of a third party without the prior written consent of RES-Q IT;
 - (e) immediately advise RES-Q IT of any material change in its business practices of selling the Goods and/or Services which would result in a change in the nature of proceeds derived from such sales.
- 8.4 RES-Q IT and the Client agree that sections 96, 115 & 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 8.5 The Client waives their right to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) & 132(4) of the PPSA.
- 8.6 The Client waives their rights as a grantor and/or a debtor under sections 142 & 143 of the PPSA.
- 8.7 Unless otherwise agreed to in writing by RES-Q IT, the Client waives their right to receive a verification statement in accordance with section 157 of the PPSA.
- 8.8 The Client must unconditionally ratify any actions taken by RES-Q IT under clauses 8.3 to 8.5.
- 8.9 Subject to any express provisions to the contrary nothing in these T&Cs is intended to have the effect of contracting out of any of the provisions of the PPSA.

9. Security and Charge

- 9.1 Notwithstanding the provisions of clause 8, in consideration of RES-Q IT accepting the Order, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these T&Cs (including, but not limited to, the payment of any money).
- 9.2 Upon written request, the Client agrees to provide to RES-Q IT full details of any rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged.
- 9.3 The Client indemnifies RES-Q IT from and against all of RES-Q IT's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising RES-Q IT's rights under this clause.

10. Defects, Warranties and Returns, Competition and Consumer Act 2010 (CCA)

- 10.1 RES-Q IT makes no warranties or other representations other than the statutory implied guarantees and warranties (including, without limitation the statutory guarantees under the CCA) under the T&Cs, including but not limited to the quality or suitability of the Goods and/or Services.
- 10.2 RES-Q IT's liability in respect of these warranties is limited to the fullest extent permitted by law.
- 10.3 The Client must inspect the Goods and/or Services upon Delivery and must within 2 Business Days of Delivery notify RES-Q IT in writing of any evident defect/damage, shortage in quantity, or failure to comply with the Specifications or Quote.

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- 10.4 The Client must notify any other alleged defect in the Goods and/or Services as soon as reasonably possible after any such defect becomes evident. Upon such notification the Client must allow RES-Q IT to inspect the Goods and/or Services at the Premises or on Site.
- 10.5 If the Goods are capable of transport, the Client must return the Goods to Site. If the Goods require specialised transport, the Client is responsible for all transport costs of returning the Goods to Site.
- 10.6 The Goods must be returned to RES-Q IT in substantially the same condition as they were upon Delivery.
- 10.7 If RES-Q IT agrees, in its absolute discretion, that the Goods or Services are faulty or defective, it will replace or repair the Goods and/or Services or refund any part of the Price attributed to the faulty Goods or Services, at its absolute discretion.
- 10.8 If the Client is a consumer within the meaning of the CCA, RES-Q IT's liability is limited to the extent permitted by section 64A of Schedule 2.
- 10.9 If the Client is not a consumer within the meaning of the CCA, RES-Q IT's liability for any defect or damage in the Goods and/or Services is:
- (a) limited to the value of any express warranty or warranty card provided to the Client by RES-Q IT at RES-Q IT's sole discretion;
 - (b) limited to any warranty to which RES-Q IT is entitled, if RES-Q IT did not manufacture the Goods and/or Services;
 - (c) otherwise negated absolutely.
- 10.10 Notwithstanding clauses 10.1 to 10.9 but subject to the CCA, RES-Q IT shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
- (a) the Client failing to adhere to these T&Cs;
 - (b) the Client failing to properly maintain or store any Goods;
 - (c) the Client using the Goods for any purpose other than that for which they were designed;
 - (d) the Client using the Goods to perform tasks or activities for which they have not been approved;
 - (e) the Client using the Services for any purpose other than that for which they were designed;
 - (f) the Client using the Services to perform tasks or activities for which they have not been approved;
 - (g) the Client continuing the use of any Goods or Services after any defect became apparent or should have become apparent to a reasonably prudent operator or user;
 - (h) the Client failing to follow any instructions or guidelines provided by RES-Q IT;
 - (i) the Client failing to adhere to normal commercial practices with respect to cyber security;
 - (j) fair wear and tear, any accident, or act of God.
- 10.11 RES-Q IT may in its absolute discretion accept non-defective Goods and/or Services for return in which case RES-Q IT may require the Client to pay handling fees of fifteen percent (15%) of the value of the returned Goods and/or Services plus any freight costs.

11. Intellectual Property

- 11.1 Where RES-Q IT has designed, drawn or developed Goods and/or Services for the Client, then the copyright in any designs and drawings and documents shall remain the property of RES-Q IT, and shall only be used by the Client under the terms and conditions of the Licence.
- 11.2 The Client warrants that all designs, specifications or instructions given to RES-Q IT will not cause RES-Q IT to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify RES-Q IT against any action taken by a third party against RES-Q IT in respect of any such infringement.
- 11.3 The Licence is granted to the Client solely for use in relation to the operation of the Client's own business.
- 11.4 The Client agrees to use any third-party software supplied by RES-Q IT strictly in compliance with the terms of Licence and any further licence under which it is supplied.
- 11.5 The Client further agrees that they shall not:
- (a) use in any way, or rely on the software for any purpose other than what it was designed or is suitable for and for which it has advised RES-Q IT;
 - (b) combine the software with any other software;
 - (c) copy, reproduce, translate, adapt, vary, merge, modify, or create any derivative work based on the software;
 - (d) reverse engineer, decompile, disassemble, reconfigure or otherwise attempt to discover the source code of the software, or assist another party to do the same;
 - (e) sell, market, network, transfer, lease, licence, sub-licence, rent, lend, or otherwise distribute, the software in any way whatsoever;
 - (f) use the software to commit a crime (including, but not limited to, sending spam), and the Client agrees to indemnify RES-Q IT against any action taken by a third party against RES-Q IT in respect of breach of this clause 11.5.
- 11.6 If during the course of supplying the Goods and/or Services, RES-Q IT develops, discovers, or puts into operation a new concept, product or process which is capable of being patented, then such concept, product or process shall be and remain the property of RES-Q IT and the Client shall not use or supply the same in any way whatsoever without first obtaining the written consent of RES-Q IT.
- 11.7 Should the Client cease to use the services of RES-Q IT, the Licence is immediately terminated and the Client agrees to immediately remove and/or delete from all devices all matter to which the Licence relates. The Client must also sign all documents and do all things necessary to allow RES-Q to be removed as a service provider, and meet all costs associated with such removal.

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- 11.8 Where RES-Q IT has designed Goods and/or Services for the Client to use, then the Client undertakes to acknowledge RES-Q IT's intellectual property in those Goods and/or Services in the event that images of those Goods and/or Services are utilised in advertising or marketing material by the Client.
- 11.9 The Client agrees that RES-Q IT may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods and/or Services which RES-Q IT has created for the Client.

12. Confidentiality

- 12.1 Both parties agree that, unless they have the prior written consent of the other, they will not use or disclose to any third party (other than for the purpose of performing this agreement) the T&Cs or any information confidential to the other party.
- 12.2 The Client agrees to protect and keep as confidential all authorisation details provided to it by RES-Q IT, including but not limited to usernames and passwords, and
- (a) agrees that those details shall not be written or stored in any manner which could result in their unauthorised disclosure; and
- (b) acknowledges that RES-Q IT recommends that the Client not use commonly known details such as birthdays and or names.
- 12.3 Nothing in this clause 12 prevents either party from disclosing the T&Cs or confidential information;
- (a) to their professional advisors for the purpose of obtaining professional advice;
- (b) to a prospective purchaser for the purposes of conducting due diligence only, provided always that the prospective purchaser enters into a binding undertaking to keep the information confidential; or
- (c) otherwise as required by law.
- 12.4 The obligations of this clause 12 shall survive termination or cancellation of this agreement.

13. Default and Consequences of Default

- 13.1 An administration fee of \$20 per month is charged on all outstanding accounts.
- 13.2 Interest on overdue monies shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month, compounding monthly.
- 13.3 If the Client is in default of the T&Cs the Client hereby indemnifies RES-Q IT from and against all costs and disbursements incurred by RES-Q IT rectifying any default, including but not limited to internal administration fees, legal costs on a solicitor and own client basis, RES-Q IT's collection agency costs, and bank dishonour fees.
- 13.4 Without prejudice to any other remedies RES-Q IT may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these T&Cs RES-Q IT may suspend or terminate the supply of Goods and/or Services to the Client. RES-Q IT will not be liable to the Client for any loss or damage the Client suffers because RES-Q IT has exercised its rights under this clause.
- 13.5 Without prejudice to RES-Q IT's other remedies at law RES-Q IT shall be entitled to cancel all or any part of any Order which remains unfulfilled.
- 13.6 All amounts payable under any Order become immediately payable if:
- (a) any money payable to RES-Q IT becomes overdue, or in RES-Q IT's opinion the Client will be unable to make a payment when it falls due and makes a formal demand of the same;
- (b) the Client becomes bankrupt, insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

14. Cancellation

- 14.1 RES-Q IT may cancel any Order at any time before Delivery by giving written notice to the Client. On giving such notice RES-Q IT shall repay to the Client Deposit within 7 days. RES-Q IT shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.2 The Client may not cancel an Order.
- 14.3 In the event that the Client cancels the Order before Delivery. the Client shall be liable to pay a cancellation fee which shall be no more than 30% of the Price, and shall indemnify RES-Q IT for any and all loss incurred (whether direct or indirect) by RES-Q IT as a result of the cancellation including, but not limited to, monies paid for any Goods and labour fees for any Services, any loss of profits and administration fees.

15. Privacy

- 15.1 If the Client is an individual, the Client agrees that RES-Q IT may:
- (a) obtain from a credit reporting agency a credit report containing sensitive personal information about the Client in relation to credit;
- (b) disclose information about the Client with those credit reporting agency and any named as trade referees;
- (c) obtain a consumer credit report issued by a credit reporting agency for the following purposes:
- (i) to assess an application by the Client; and/or
- (ii) to notify other credit providers of a default by the Client; and/or
- (iii) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- (iv) to assess the creditworthiness of the Client, and

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The Client understands that the information exchanged can include anything about the Client's creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

- (d) The Client consents to RES-Q IT obtaining a consumer credit report to collect overdue payment on commercial credit in accordance with (Section 18K(1)(h) Privacy Act 1988).
 - (e) The Client agrees that personal information provided may be used and retained by RES-Q IT for the following purposes (and for other purposes as shall be agreed between the Client and RES-Q IT or required by law from time to time):
 - (i) the provision of Goods and/or Services; and/or
 - (ii) the marketing of Goods and/or Services by RES-Q IT, its agents or distributors; and/or
 - (iii) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to the provision of Goods and/or Services; and/or
 - (iv) processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Client; and/or
 - (v) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods and/or Services.
 - (f) RES-Q IT may give information about the Client to a credit reporting agency for the following purposes:
 - (i) to obtain a consumer credit report about the Client;
 - (ii) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.
 - (g) The information given to the credit reporting agency may include:
 - (i) personal particulars (the Client's name, sex, address, previous addresses, date of birth, name of employer and driver's licence number);
 - (ii) details concerning the Client's application for credit or commercial credit and the amount requested;
 - (iii) advice that RES-Q IT is a current credit provider to the Client;
 - (iv) advice of any overdue accounts, loan repayments, and/or any outstanding monies owing which are overdue by more than sixty (60) days, and for which debt collection action has been started;
 - (v) that the Client's overdue accounts, loan repayments and/or any outstanding monies are no longer overdue in respect of any default that has been listed;
 - (vi) information that, in the opinion of RES-Q IT, the Client has committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with the Client's credit obligations);
 - (vii) advice that cheques drawn by the Client for one hundred dollars (\$100) or more, have been dishonoured more than once;
 - (viii) that credit provided to the Client by RES-Q IT has been paid or otherwise discharged.
- 15.2 If the Client is not an individual, the Client consents to the use and disclosure of the information in the Credit Application being used to obtain from a credit reporting agency a credit report containing information about the Client in relation to credit and consents to the disclosure of financial information contained in the Credit Application about the Client with those credit reporting agency and any named trade referees.

16. Disposal of Goods left on Site

- 16.1 Where the Client has left any item with RES-Q IT for Service and RES-Q IT has not received or been tendered the whole of any monies owing to it by the Client, RES-Q IT shall have, until all monies owing to RES-Q IT are paid:
- (a) a lien on the item; and
 - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected Goods and/or Services.
- 16.2 The lien of RES-Q IT shall continue despite the commencement of proceedings, or judgment for any monies owing to RES-Q IT having been obtained against the Client.
- 16.3 For the purposes of the *Disposal of Uncollected Goods Act 1970*, the Client warrants to RES-Q IT that it is the sole entity having an interest in the item/s to which this clause relates and that the item has a value of less than \$3,500.

17. General

- 17.1 The failure by RES-Q IT to enforce any provision of these T&Cs shall not be treated as a waiver of that provision, nor shall it affect RES-Q IT's right to subsequently enforce that provision.
- 17.2 If any provision of these T&Cs shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 17.3 These T&Cs and any contract to which they apply shall be governed by the laws of Western Australia, and are subject to the jurisdiction of the Western Australian Courts.
- 17.4 Subject to clause 10 RES-Q IT shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by RES-Q IT of these T&Cs (alternatively RES-Q IT's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods and/or Services).
- 17.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by RES-Q IT nor to withhold payment of any invoice because part of that invoice is in dispute.
- 17.6 The Client agrees that RES-Q IT may amend these T&Cs at any time. If RES-Q IT makes a change to these terms and conditions, then that change will take effect from the date on which RES-Q IT notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a request for RES-Q IT to provide Goods and/or Services to the Client subsequent to the provision of such notice.

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- 17.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 17.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.