

OZEDI Single Touch Payroll Purchase Terms

PLEASE NOTE: In these Terms a reference to “we”, “us” or “our” is a reference to Ozedi Holdings Pty Ltd (ABN 47 167 142 672). Any purchase orders for the Ozedi Single Touch Payroll service (“Service”) made through the Ozedi portal are subject to these terms and conditions, the Ozedi Privacy Statement, the Ozedi portal Terms of Use, and any other terms and conditions, notices or disclaimers displayed on the Ozedi portal from time to time (“Terms”). By submitting a purchase order, you agree to these Terms.

Last Updated: 25 March 2018

1.

REGISTRATION

1.1

In order for you to use the Service, you must register and have an account with us.

1.2

Only businesses (including sole proprietors), charitable organisations and other legal entities with an ABN are eligible to register and use the Service.

1.3

To register, you or the person submitting the purchase order (your representative) must provide us with your business name, contact details and other information about you that we require, which may include Personal Information. You are responsible for the accuracy and completeness of any details entered for any purchase orders and other information submitted by you.

1.4

As soon as your registration is successful, you can start using the Service to send and receive transaction messages. You acknowledge that we may reject a purchase order in our absolute discretion.

2.

PRICING

2.1

To use the Service you must pre-purchase a block of data in Megabytes from us (“data allowance”) at the prices set out on the Ozedi portal at www.ozedi.com.au.

2.2

Your data allowance will be used up when you send and receive transaction messages using the Service i.e. when your transaction messages are uploaded and downloaded between Ozedi and the Australian Taxation Office.

2.3

If actual data usage exceeds the data allowance purchased, you must purchase additional data from us if you wish to continue using the Service. If actual data usage exceeds your available data allowance by 10% or more, we may suspend your Service without notice to you until you purchase additional data from us.

2.4

Any unused data allowance will be retained until it is used, or the Service is cancelled or terminated. We do not provide any pro-rata refunds for any unused data allowance which is forfeited when the Service is cancelled or terminated.

2.3

You acknowledge that we may pay an amount to third parties who may be associated with you in connection with your purchase of the Service.

3.

GOODS AND SERVICES TAX

3.1

Unless otherwise stated, terms used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have that same meaning.

3.2

If GST is imposed on any supply we make to you under these Terms and the consideration payable for the supply does not expressly include GST, you must pay us on demand, an additional amount calculated by multiplying the value of that GST-exclusive consideration (without deduction or set-off) by the prevailing GST rate. We will issue a tax invoice to you for any supply on which GST is imposed.

4.

LIABILITY

We will not be liable for any delays or mistaken and unsuccessful transactions resulting from any incomplete, inaccurate, or defective data or material (including Customer Data) sent or received by you in connection with the Service, including any incorrect IP addresses,

URLs or using IP aliases. To the maximum extent permitted by law, we exclude all liability, loss or damage incurred by you arising from or in connection with the Service. For any liability which cannot be lawfully excluded, but can be limited, we limit our liability (at our option) to resupplying the Service, or paying for the cost of resupplying the Service, as the case may be.

5.

ACCEPTABLE USE POLICY

6.1

You must not use the Service in a manner:

(a)

that is illegal or contrary to any applicable standards or codes;

(b)

to distribute material that is defamatory, inappropriate, obscene or could cause offence or harm;

(c)

that interferes (or threatens to interfere) with the efficiency and security of the Service, our network or systems (including those of any third party), or any other person's services;

(d)

to send or transmit unsolicited commercial email; or

(e)

knowingly transmit any computer virus or other disabling, limiting or harmful software.

5.2

You must not tamper with, hinder the operation of, or make unauthorised modifications to the Service.

5.3

You are solely responsible for any data or information you send or receive using the Service. You must keep all usernames, passwords and other security based information secure and private at all times.

5.3

You acknowledge that it is your responsibility to conduct such tests and computer virus scanning as may be necessary to ensure that any data or documents sent or received by you does not contain any computer virus.

6.

YOUR RESPONSIBILITIES

6.1

You must provide all information and assistance reasonably required by us to enable us to provide the Service to you. You must provide us with the contact details of one of your Personnel with whom we can work in relation to any technical issues relating to the Service.

6.2

You acknowledge and agree that:

(a)

in order for you to access and use the Service (including the Ozedi portal), you will need to comply with certain minimum technical requirements (such as having internet access and a compatible web browser), which we will notify you of;

(b)

in providing any Cloud Security services, we or our subcontractors may capture relevant service-specific session information for the purpose of identifying the source of any denial of service attack traffic;

(c)

the Cloud Security services may not detect, prevent, protect against or eliminate all online attacks or security threats;

(d)

we are not responsible for any loss you suffer as a result of the Cloud Security service blocking or limiting network traffic due to an actual or perceived online attack or security threat;

(e)

the Service is not intended as a back-up service and you will be solely responsible for information, record and data retention back-up; and

(f)

the Service may be unavailable from time to time due to an event beyond our reasonable control or due to scheduled maintenance.

7.

YOUR INFORMATION / CUSTOMER DATA

7.1

When you register and use the Service we collect personal information about you, including your name and contact details.

7.2

You acknowledge and agree that any data and information you send and receive using the Service (“**Customer Data**”), or otherwise make available to us in connection with the Service or through the Ozedi portal, including personal information, may be disclosed and used by:

(a)

the Australian Taxation Office;

(b)

other third parties in accordance with any applicable laws; and

(c)

us in accordance with our Privacy Statement, which is available at www.ozedi.com.au.

7.3

You must ensure that the Customer Data is provided in the format and in the manner we specify to you, otherwise we may not be able to provide the Service to you.

7.4

We will not have any interest in or rights to any Customer Data that you send or receive using the Service. You must ensure that you have all the necessary rights, permissions and consents relating to Customer Data (and associated metadata) to enable us to provide the Service to you.

7.5

Except where expressly stated otherwise, you are solely responsible for any Customer Data you send or receive using the Service and ensuring that it is accurate and up-to-date. We do not monitor or exercise any editorial control over the Customer Data.

7.6

You acknowledge and agree that we may store or retain Customer Data (and associated metadata) that you send or receive using the Service to the extent necessary for us to provide the Service or as required by any applicable laws, regulations or standards.

8.

CANCELLATION, TERMINATION AND SUSPENSION

8.1

You may cancel the Service at any time by notifying us. Subject to your rights at law, you will not be entitled to any refund of any unused data allowance or other amounts already paid by you when you cancel the Service.

8.2

We may suspend, limit or terminate your access to any part of the Service on reasonable notice, if:

(a)

reasonably necessary for technical or operation reasons, including if you do anything which we believe compromises the security of our network or systems

(including those of any third party);

(b)

we are required to do so by law;

(c)

you do not comply with these Terms; or

(d)

we reasonably believe that your purchase order or registration information is falsified or deliberately incorrect.

9.

GENERAL

9.1

These Terms are governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place and the courts of appeal from them.

9.2

We may change these Terms at any time by publishing an updated version.

9.3

If any provision of these Terms is held by a court to be invalid or unenforceable, that provision (or part thereof) will be ineffective and the remainder of these Terms will continue in full force and effect.