

## TERMS AND CONDITIONS

### USE OF SOFTWARE AND SERVICES PROVIDED BY PRICAP SERVICE PTY LTD

#### CONFIDENTIALITY

Each party shall at all time keep in confidence information which is notified as being confidential and shall not use such information without the prior consent of the other party. Each party acknowledges that the confidential nature of the Confidential Information can subsist for an indefinite period of time. If the customer learns or believes that any unauthorised person has come into possession of any part of the Confidential Information; or any unauthorised person is doing anything in contravention of rights that attach to and arise from the Confidential Information; the customer must immediately report full particulars to Pricap Services, and must provide to Pricap Services all reasonable assistance and information it may request with respect to that information.

#### CONFIDENTIAL INFORMATION

Confidential Information means information relating to the software and services of Pricap Service (whether disclosed in writing or orally) including inventions; discoveries; facts; data; ideas; manner, method or process of service; method or principle of operation; techniques; products; prototypes; processes; names; know how; routines; specifications; drawings; trade secrets; technology methods; computer programs; works in respect to which copyright subsists; circuit board layouts; business plans; and other knowledge and includes any information developed or derived from the information disclosed.

#### RETURN OF CONFIDENTIAL INFORMATION AND PROPERTY

The customer acknowledges that confidential information is the exclusive property of Pricap Services and shall remain Pricap Services' property and shall be protected by these terms and conditions throughout the world. The customer must immediately on receipt of a request from Pricap Services, return to Pricap Services the confidential information which may have been supplied by or on behalf of Pricap Services. Any part of the Confidential Information which cannot conveniently be returned by the customer to Pricap Services shall be destroyed in such manner and at such times as directed by Pricap Services, including by deletion from all computer records and electronic or magnetic devices to the satisfaction of Pricap Services.

#### PUBLICITY

With the consent of the other party, each party may use in advertising, publicity or otherwise, the name of the other party and the party's domain name. Pricap Services may mention or describe its work with the other party in marketing materials, provided that any mention or description is limited to explaining the general operating principles of the product.

#### REVERSE ENGINEERING

All customers using Pricap Services software shall not decompile the software, reverse engineer or otherwise attempt to derive, obtain or modify the source code of Slice Software® without the permission of Pricap Services.

#### DISCLAIMER

In no event will Pricap Services be liable (whether in contract, negligence or in other way) for loss of profits or savings, loss of goodwill or opportunity, loss of production, loss or corruption of data, wasted

management or staff time, or for any loss, damage, cost or expenses of any kind whatsoever which is indirect, consequential, or of a special nature, arising directly or indirectly from the use of the software. In the event that the above exclusions of liability are held to be invalid in whole or in part, Pricap Services liability to the Customer under any claim or claims of whatever nature arising directly or indirectly from the use of the software shall not exceed the price paid for the software.

#### HARDWARE

All hardware supplied by Pricap Services remains the property of Pricap Services until paid in full.

#### TERMS

The provision and use of Pricap Services software and support shall be for a minimum of sixty (60) months from the date of initial installation with an automatic continuation unless specified in writing otherwise by all parties. The customer may terminate this relationship by written notice of not less than six (6) months if, after utilisation of the services offered by Pricap Service for a minimum of twelve (12) months, it reasonably concludes that Pricap Services is not providing a service that meets its needs, notwithstanding that Pricap Services is satisfactorily performing its obligations pursuant to the terms and conditions herein. In the event of such termination, Pricap Services acknowledges that it shall have no claim for any alleged loss or damages, notwithstanding any provision herein to the contrary. The customer may only terminate this contract by paying the out the remaining support fees as per the terms and conditions herein.

#### SOFTWARE LICENCE

By loading or causing to have loaded, the software on any computer, the customer agrees to accept Pricap Services standard terms and conditions of use, and the terms and conditions expressed herein. In return, subject to the payment of any nominated set up, licence, hosting and support fees, for the products listed in any proposal to the customer for use by the customer, Pricap Services grants the customer a personal non-transferable and non-exclusive right by way of licence to use the software on the terms and conditions hereof against payment of the monthly support fees.

#### RESTRICTIONS

The customer hereby agrees to copy the software for the use on a single-user microcomputer installation only (for a single user licence) or one micro-computer network only (for a multi user licence) except when this equipment is inoperable due to malfunction the software may be used on other compatible equipment on a temporary basis during such malfunction. The customer shall not provide or otherwise make available the software to any Third Party except the customer's own employees or agents directly concerned with the customer's licenced use of the programs. The customer will at any reasonable time permit Pricap Services or its appointed representative access to the software to confirm that the software and copies of the software in use comply with the terms of the licence.

#### WARRANTY

Pricap Services hereby warrants to the customer that it owns all necessary intellectual property rights in the software and services in order to licence the software to the customer. Pricap Services undertakes to rectify at no expense to the customer any software failure notified to it by the customer within ninety (90) days of the supply by Pricap Services of a copy of the software provided that the failure can be recreated and that the software has at all times been used in accordance with the operating instructions contained in the User

Manual and the relevant operating instructions of the equipment on which the software is run. If any notified software failure is found to have been caused by the customer using the software other than in accordance with such operating instructions, or by the use of invalid or inappropriate data, Pricap Services shall have the right to charge the customer for rectifying such failure at Pricap Services standard rates then in force plus expenses, disbursements and taxes. Pricap Services takes no responsibility for any costs or loss of profit arising directly or indirectly from the use of the software.

#### TITLE OF THE SOFTWARE

Title, copyright and other intellectual property rights in the software and the User Manual(s) shall not pass to the customer and the customer shall have no rights therein except as expressly licensed.

#### PAYMENT SCHEDULE AND FEES

In consideration of Pricap Services preparing and overseeing thereof the implementation of the software; supplying the software; installing the software as the instance may require under the terms agreed; Pricap Services shall be entitled to fees and charges as set out in "Schedules" provided by Pricap Services paid via deduction each month and detailed on each statement. The customer acknowledges that Pricap Services will be paid the fees and the customer agrees unconditionally and accepts without reservation that the fees shall be paid to Pricap Service monthly from transaction payments collected on behalf of the customer by Pricap Services or via direct debit from their account should insufficient funds be available from the transaction processes. If Pricap Services is subject to increases in bank transaction fees, data storage fees, contractor fees and associated fees relative to the "Schedules" outlined in these terms and conditions, at its discretion, will adjust these fees in accordance with the increase of fees directed to it. Notice will be provided in accordance with our Terms and Conditions.

#### PRIVACY

The use of Pricap Services software is subject to the provisions of the Privacy Act 1988. Any personal information in the customer's database (e.g. name, address, date of birth and contact details) will be protected. Pricap Services does not usually disclose personal information to any other organisation or person unless there is a legal requirement to do so; or there is a threat to an individual's life, health or safety, or public health or safety; or it is suspected that unlawful activity has been, is being or may be engaged in. Pricap Services may disclose personal information to third parties that provide services under contract with Pricap Services. These contracts require the third party to keep personal information confidential and secure. The local state golf governing body and Pricap Services may use personal information for marketing purposes to improve services, to provide information about services and for promotions and surveys. If members do not wish to receive information about services and promotions, Pricap Services, on request, will remove their name from mailing lists.

#### DIRECT DEBIT AGREEMENT PAPERWORK

Pricap Services is responsible to provide all direct debit agreement forms to the customer and must approve in writing any variance to the format provided by Pricap Services as the sole Authorised Provider of debiting services on behalf of the customer. All agreement forms represent a contractual relationship between the individual and Pricap Services. All direct debit agreement forms are deemed to be Confidential Information. Completed paperwork shall be stored temporarily by the customer for ease of reference throughout the term of the individual's payment collection. No authority to use these signed forms will

pass to any third party at any stage. All completed forms must be returned to Pricap Services upon request of Pricap Services at any stage and at the conclusion of the services provided by Pricap Services. All forms will be retained by Pricap Services for a period necessary to meeting banking guarantee obligations on behalf of Pricap Services and will be destroyed at the conclusion of that time.

#### DIRECT DEBIT FTS CLAIM RESPONSIBILITIES

The customer undertakes responsibility for all data entry and management of data entry within Slice for Direct Debit charges incurred by the member. The customer understands that the responsibility for ceasing Direct Debit charges is vested with the customer and the member undertaking Direct Debit. The customer will be liable for any claims lodged by a member, and upheld by FTS, for incorrect charges or procedures. Pricap Services Pty Ltd will undertake the Direct Debit process via the Slice software as operated by the customer and will deduct from monthly payments any claims or charges for incorrect Direct Debits. The customer will assume the responsibility to claim back from the member any claims lodged against the Direct Debit process if proven that the customer has met all requirements laid out between them and the member. Pricap Services Pty Ltd reserves the right to enter, or not, into agreement with the customer to assist in the recovery of large claims over a period of time to help the customer meet cash flow capability.

#### SUPPORT SERVICES AND CHARGES

Pricap Services will provide telephone and email support to the customer in line with the products utilised and defined in the “Schedules” provided to the customer. Requests for Help Desk assistance outside of these hours will incur additional charges. Pricap Services will attempt to resolve reported issues in a timely manner. Where issues require software changes, these issues will be considered and reviewed by our development team with final approval required from Pricap Services Managing Director. These changes, if approved, will be implemented as part of a schedule of software releases. Onsite training costs are in accordance with our Client Agreement, but may be varied upon agreement between both parties. Once a client has requested a training session, or onsite attendance, emailed confirmation by us of our attendance on site will form a binding commitment and cancellation by the Client will incur recovery fees in the subsequent debt run. These fees cover the cost of pre-booked airfares, accommodation and car hire and other relevant charges where appropriate due to bookings being made by us in good faith.

#### EXCLUSIONS

These terms and conditions implicitly exclude any item of software, hardware or information not specifically mentioned under these terms. Changes to the information technology infrastructure of the customer are an example of exclusion.

#### TERMS AND CONDITIONS

Pricap Services reserves the right to review and update all terms and conditions on an “as needs basis” and will transmit to the customer those updated terms and conditions dated accordingly via general email newsletters and communications at its discretion. The customer has seven (7) days to request clarification of any point within the terms and conditions otherwise acceptance is deemed granted by the customer.