

CITY SYSTEMS TERMS AND CONDITIONS

These Terms and Conditions apply to all goods and services supplied by City Systems Pty Ltd ("City Systems", "we", "us" or "our") and form part of any quote, proposal, service agreement, renewal, sales order or other document accepted by the Client ("you" or "your").

By accepting any quote, proposal, agreement, renewal, invoice, or by requesting or continuing to use our services, you agree to be bound by these Terms and Conditions, as published on the City Systems website and amended from time to time.

This Agreement commences on the date of the Client's acceptance and continues for the Service Term specified in the applicable Quote, Proposal, Service Agreement or Renewal Notice.

1. Confidentiality and Use of Information

Each party acknowledges that, during the course of providing or receiving services under this Agreement, it may obtain access to confidential, proprietary, commercial, technical, financial, or personal information belonging to the other party ("Confidential Information").

Confidential Information includes, but is not limited to, business plans, financial records, customer and supplier information, pricing, trade secrets, software, source code, intellectual property, security information, operational processes, and any information designated as confidential.

Each party agrees to:

- Keep Confidential Information secure and confidential;
- Use Confidential Information solely for the purpose of performing obligations under this Agreement;
- Disclose Confidential Information only to employees, contractors, or advisers who require access and are bound by similar confidentiality obligations; and
- Not disclose Confidential Information to any third party without prior written consent, unless required by law.

These obligations survive the termination or expiry of this Agreement.

2. Insurance, Liability and Limitation of Liability

2.1 Insurance

City Systems maintains the following insurance coverage:

- Public Liability Insurance: \$10,000,000
- Product Liability Insurance: \$10,000,000
- Professional Indemnity Insurance: \$1,000,000

Certificates of Currency are available upon request.

2.2 Limitation of Liability

To the maximum extent permitted by law, including the Australian Consumer Law, City Systems' total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), statute or otherwise, shall not exceed the total fees paid by the Client during the six (6) months immediately preceding the event giving rise to the claim.

City Systems shall not be liable for any indirect, consequential, incidental, special, or exemplary loss, including loss of profits, revenue, data, goodwill, opportunity, business interruption, or anticipated savings.

2.3 Third-Party and Cloud Services

City Systems does not warrant that cloud services, Microsoft 365, Azure, internet services, telecommunications services, backup platforms, software subscriptions, or other third-party hosted services will be uninterrupted, error-free, or completely secure.

2.4 Claims Period

Any claim arising out of or relating to this Agreement must be commenced within twelve (12) months of the event giving rise to the claim.

2.5 Force Majeure

City Systems shall not be liable for any delay or failure to perform its obligations where such delay or failure results from events beyond its reasonable control, including natural disasters, power failures, internet outages, telecommunications failures, government actions, industrial disputes, war, terrorism, supplier failures, or acts of God.

3. Non-Solicitation of Personnel

During the term of this Agreement and for twelve (12) months following its termination or expiry, neither party shall directly solicit, employ or engage any employee or contractor of the other party who has been materially involved in the delivery or receipt of services under this Agreement, without prior written consent.

4. Service Delivery and Support Terms

4.1 Service Time

All time spent providing services, troubleshooting, investigation, remediation, consulting, project work or support is billable, regardless of whether the underlying issue is ultimately resolved, where factors outside of City Systems' control prevent resolution.

4.2 Business Hours

Standard business hours are Monday to Friday, 9:00am to 5:30pm (AEST/AEDT).

Work performed outside standard business hours will be charged at:

- Outside Business Hours: 1.5x standard rate
- Saturdays, Sundays and Public Holidays: 2.0x standard rate

4.3 Onsite Support

Onsite visits outside the Sydney CBD may incur travel charges and must be arranged in advance.

4.4 Additional Resources

Where additional personnel are required for project work, office relocations, major upgrades or other specialised activities, the Client agrees to pay the applicable hourly rates for the additional resources engaged.

5. Third-Party Applications and Vendor Support

City Systems will use reasonable efforts to assist with the support of third-party applications and software.

Where an issue is determined to be caused by a third-party software vendor, application provider, or external service, the Client may be required to engage the relevant vendor directly.

City Systems may assist in coordinating communications with third-party vendors where reasonably practicable; however, City Systems cannot guarantee resolution of issues relating to third-party products or services.

6. Client Responsibilities

6.1 Professional Conduct

The Client agrees to maintain a professional, respectful and safe working relationship with City Systems personnel at all times.

The Client must ensure that its employees, contractors and representatives do not engage in abusive, threatening, discriminatory, harassing or otherwise inappropriate behaviour towards City Systems employees or representatives.

City Systems reserves the right to suspend or withdraw services where its personnel are subjected to unsafe working conditions, harassment, abuse, threatening behaviour or repeated unreasonable conduct. Where practical, City Systems will provide written notice prior to any suspension of services.

6.2 Cyber Security Responsibilities

The Client acknowledges that cyber security is a shared responsibility between the Client and City Systems.

The Client agrees to:

- Maintain appropriate password security practices and Multi-Factor Authentication (MFA) where available.
- Notify City Systems promptly of any suspected cyber security incident, data breach, phishing attack, unauthorised access, or compromised account.
- Cooperate with reasonable security recommendations provided by City Systems.
- Not knowingly disable, bypass, or circumvent security controls implemented or recommended by City Systems without prior consultation.
- Maintain and enforce appropriate internal information security, acceptable use, password management, and data protection policies relevant to its business operations.
- Provide regular cyber security awareness training to employees and contractors who access the Client's systems, networks, applications, or data.
- Ensure employees and contractors understand their obligations regarding cyber security, phishing awareness, password security, data protection, and acceptable use of technology resources.
- Promptly apply or permit the application of critical security updates and patches where recommended by City Systems.

The Client acknowledges that failure to implement or follow appropriate cyber security controls, policies, procedures, training, or recommendations may increase the risk of cyber incidents.

City Systems cannot guarantee the prevention of all cyber security incidents and shall not be liable for cyber attacks, phishing incidents, business email compromise, social engineering attacks, credential theft, malware, ransomware, insider threats, or data breaches arising from circumstances beyond its reasonable control or where recommended security controls have not been implemented by the Client.

6.3 Hardware Warranties

Hardware warranties are provided by the relevant hardware manufacturer or supplier. Hardware not covered by warranty, or where warranties have expired, shall be repaired or replaced at the Client's expense.

6.4 Hardware Procurement

City Systems recommends that all hardware, networking equipment, storage devices, and technology products be purchased through authorised Australian distributors, manufacturers, or reputable business suppliers.

City Systems cannot verify the origin, authenticity, supply chain integrity, warranty status, condition, suitability, or security of hardware obtained from third-party marketplaces, auction sites, overseas suppliers, private sellers, or sources not approved by City Systems.

Where hardware is supplied by the Client or purchased from a source other than City Systems, City Systems accepts no responsibility for product defects, counterfeit products, warranty issues, performance limitations, compatibility issues, security vulnerabilities, or failures associated with such equipment.

Any time spent assessing, troubleshooting, integrating, repairing, or supporting client-supplied hardware shall be chargeable at the applicable service rates.

6.5 Software Licensing

The Client is responsible for ensuring that all software in use is properly licensed and legally obtained.

6.6 Access and Facilities

The Client shall provide City Systems personnel with reasonable access to systems, facilities, documentation, and working space required to perform services.

6.7 Workplace Safety

The Client shall provide a safe working environment and advise City Systems of any occupational health and safety requirements or site-specific risks.

6.8 Documentation

The Client will provide any available documentation regarding existing infrastructure, systems, software, configurations, and operational procedures.

6.9 Payment Status

Service delivery is contingent upon invoices being paid in accordance with the agreed payment terms.

6.10 Administrative Access

City Systems reserves the right to restrict administrative, privileged, or Global Administrator access where necessary to meet security, compliance, insurance, regulatory, or service delivery obligations.

Where third-party administrators or consultants are granted privileged access, City Systems accepts no responsibility for outages, security incidents, misconfigurations, or data loss resulting from actions performed by those parties.

6.11 Cyber Insurance

The Client is responsible for obtaining and maintaining any cyber insurance, business interruption insurance, or other insurance coverage required for its operations. City Systems does not provide insurance coverage and makes no representation that its services alone will satisfy the Client's insurance obligations or risk management requirements.

6.12 Backup and Disaster Recovery

City Systems maintains enterprise-grade backup and disaster recovery solutions designed to maximise data protection and recovery success. To date, City Systems has successfully recovered client data where valid backups have existed and recovery requests have been made in accordance with the applicable service. However, no backup or disaster recovery solution can guarantee the successful recovery of all data in every circumstance.

The Client remains responsible for ensuring backup retention periods, recovery objectives, and compliance requirements are suitable for its business needs. City Systems recommends periodic testing of backup and disaster recovery procedures.

7. Fees, Invoicing and Payment Terms

7.1 Payment Methods

Payments may be made via Electronic Funds Transfer (EFT) or other approved payment methods.

7.2 Interest on Overdue Accounts

Without limiting any other remedies available, City Systems reserves the right to charge interest on overdue accounts at a rate of 1.5% per month.

7.3 Managed Services and Subscriptions

Managed services, cloud services, helpdesk services, maintenance agreements, backup services, software subscriptions and licence fees are payable in advance.

Unused support time does not roll over to subsequent billing periods unless expressly stated otherwise.

7.4 Vendor and Supplier Cost Increases

City Systems reserves the right to adjust pricing where manufacturers, software vendors, cloud providers, telecommunications carriers, hosting providers, data centres, or other suppliers increase their pricing, or where exchange rates, taxes, duties, or government charges materially impact service delivery costs.

7.5 Payment Terms

Unless otherwise agreed in writing:

- Standard invoices are payable within 30 days from the invoice date.
- Hardware, software, and special-order purchases may require payment in full prior to ordering.
- GST. All prices and fees are exclusive of GST unless otherwise stated.

8. Agreement Term, Renewals and Cancellation

8.1 Agreement Term

This Agreement commences on the Effective Date and continues for the Initial Term specified in the proposal, sales agreement, or signed acceptance documentation.

8.2 Automatic Renewal

Unless either party provides written notice at least thirty (30) days prior to expiry, this Agreement will automatically renew for successive twelve (12) month periods.

8.3 Annual CPI Adjustment

Service fees may be adjusted annually in line with the Australian Consumer Price Index (CPI) published by the Australian Bureau of Statistics or by increases imposed by software vendors, cloud providers, telecommunications providers, data centre operators, or other suppliers.

Where vendor, software licensing, cloud, data centre, telecommunications or security service pricing increases during the term of this Agreement, City Systems reserves the right to pass those increases through to the Client upon reasonable notice.

8.4 Early Termination

Where a contracted service is cancelled before the end of its agreed service term, the remaining fees applicable to the balance of that service term shall become immediately due and payable.

8.5 Month-to-Month Services

Month-to-month services, subscriptions, licences, backups and cloud services may be cancelled by either party upon sixty (60) days written notice unless otherwise agreed.

8.6 Additional Services

Any new services, products, subscriptions, licences, cloud services, security services or support services requested by the Client during the Agreement term shall automatically form part of this Agreement and be governed by these Terms and Conditions.

9. Project and Professional Services

Project and professional services may require a signed proposal, statement of work, or deposit prior to commencement.

Unless otherwise agreed in writing:

- 50% of project fees are payable prior to commencement; and
- The remaining balance is payable upon completion of the project or delivery of the professional services.

9.1 Prepaid Project and Implementation Service Hours

Prepaid service hours are invoiced in advance and are valid for twelve (12) months from the date of purchase. Remote support is billed in 15-minute increments. Onsite support is billed in one-hour minimum increments.

10. Service Exclusions

Unless expressly stated otherwise in a proposal or Statement of Work, the following are excluded:

- Third-party software licenses and cloud subscriptions.
- Data migration following mergers or acquisitions.
- Office relocations.
- Hardware replacement costs.
- Third-party hardware and software not approved by City Systems.
- Damage caused by third parties not authorised by City Systems.
- Cyber security incident response and digital forensics services unless expressly included.
- Data recovery from failed, damaged or encrypted devices.
- Compliance audits, certification activities or regulatory reporting unless expressly included.

11. Suspension of Services

City Systems reserves the right to suspend services, support, access, cloud services, licenses, backup services, recovery services, and other deliverables where invoices remain unpaid for more than thirty (35) days.

Services may be restored following payment of all outstanding balances together with any reasonable reinstatement, recovery or administration fees incurred by City Systems.

12. Electronic Acceptance

Acceptance of a proposal, quotation, renewal, invoice, email approval, electronic signature, online acceptance, or continued use of services shall constitute acceptance of these Terms and Conditions.