

iAgree

IAGREE PTY LTD ACN 149 532 105

USER TERMS AND CONDITIONS

INTRODUCTION

1. iAgree is a web service that allows users to create and sign documents online (**iAgree**) and is operated by iAgree Pty Ltd ACN 149 532 105 (**Company**).
2. iAgree allows a customer of the Company (**Customer**) to create and edit a document for signing (**Document**) by each person that may sign that Document (**Signatory**). The term User refers to both a Customer and/or Signatory where implied by context in these User Terms and Conditions (**Agreement**).

A. AGREEMENT

- A.1. This Agreement governs the use of iAgree by any User and limits the liability of the Company to any User.
- A.2. iAgree allows:
 - (a) Customers to create and edit a Document; and
 - (b) Signatories to view and electronically sign a Document (**Services**).
- A.3. In addition to any other express or implied consents, by using iAgree the User accepts and agrees to the terms of:
 - (a) This Agreement; and
 - (b) The Privacy Policy available at https://iagree.com.au/docs/privacy_policy

B. USING IAGREE

- B.1. To access the Services, each User must Accept these User Terms and Conditions when following a link sent by iAgree to the Signatory, on behalf of the Customer.
- B.2. Each User uses iAgree at its own risk. The Company's liability to a User is limited to the provision of the Services, and the Company accepts no responsibility for:
 - (a) Any Document;
 - (b) A Signatory's access to or use of a Document.
- B.3. The Company makes no warranty as to the legality of any Document created using the Services.
- B.4. The Company does not provide legal advice with respect to any Document or template. Each User is responsible for seeking independent legal advice regarding a Document prior to signing it, and ensuring that it is suitable for their purposes.
- B.5. The Company may provide instructional documentation on the Site and within iAgree to assist Users with iAgree. This documentation shall be updated from time-to-time without notice.
- B.6. **IAGREE**
 - (a) iAgree is accessible to each Customer via login from the Site.

- (b) iAgree is accessible to each Signatory that is not the Customer by following the unique link provided to the Signatory via email.
- (c) iAgree:
 - i. Contains the Content that the Customer enters into iAgree in order to create or amend a Document; and
 - ii. Provides each Customer with account management tools.
- (d) iAgree requires more than one form of contact information in order to verify the identity of a Signatory. This may include an email address, a mobile number or such other contact information as iAgree may require from time-to-time.
- (e) Each Document is deployed from iAgree.
- (f) The Customer that creates a Document is responsible for the terms of that Document.
- (g) The Signatory must advise the relevant Customer in order to amend or correct the Document if a Signatory:
 - i. Believes that the Document does not represent the terms that it negotiated with the Customer;
 - ii. Finds an error or inaccuracy in the Document; or
 - iii. Finds any other issue with a Document.
- (h) The Company shall not be responsible to any User for the terms or Content contained in a Document.
- (i) If a dispute arises between Users relative to a Document, the dispute must be dealt with strictly between those Users. Under no circumstance will the Company perform a dispute resolution service between Users.

B.7. Forming Legal Agreements

- (a) In order to create a Document that is capable of forming a legal agreement the Customer must enter into iAgree:
 - i. The contact details of each Signatory to a Document as required by iAgree; and
 - ii. Any such other content necessary to correctly describe the terms of the agreement.
- (b) In order to form a legally binding agreement generally requires each Signatory to:
 - i. Follow a link sent from iAgree to their email;
 - ii. Accept the terms of the Document within iAgree (this will trigger a unique code to be sent to the mobile telephone number of the Signatory, supplied by the Customer);
 - iii. Enter the unique code sent by iAgree to the Signatory's mobile telephone in order to verify the identity of the Signatory; and

- iv. Accept these User Terms and Conditions.
- (c) Once all Signatories to a Document have signed the Document using iAgree, each Signatory will be provided with a PDF of the **Final Document** via email. The Final Document will include details of the email address and mobile number used by iAgree to verify the identity of each Signatory.
- (d) While a Final Document may be used as evidence that a binding agreement has been formed between all the Signatories that signed it, the Company makes no warranty or representation that:
 - i. The email address or mobile telephone number of a Signatory used to sign a Document actually belongs to the person purported to be bound by the Document;
 - ii. The content of the Document is accurate;
 - iii. The Document is in itself binding, legally enforceable or fit-for-purpose.

C. SIGNATORY TERMS

C.1. Each Signatory agrees and accepts that:

- (a) The Signatory accesses iAgree and views Documents at its own risk.
- (b) The Company makes no warranty or representation as to the quality, safety or fitness for purpose of any property or chattel described in a Document.
- (c) The Company takes no responsibility for any harm or loss suffered by a Signatory as a result of using iAgree or visiting the Site, including accessing a Document or relying on information contained in a Document.
- (d) If a Signatory suffers loss or harm as a result of visiting the Site or using iAgree, the Signatory agrees that:
 - i. The Signatory shall have no recourse against the Company; and
 - ii. The relevant Customer that created the Document remains responsible for any such loss or harm.

C.2. For the avoidance of doubt a Signatory shall have no claim against the Company for its use of a Document, or the Contents of a Document. Any claim that a Signatory may have arising from its access to, or reliance on a Document shall be between the Signatory and the Customer that created the Document, and not involve the Company under any circumstances.

C.3. If the Signatory experiences a technical issue with iAgree, the Signatory should contact the relevant Customer in the first instance.

C.4. The Signatory is responsible for obtaining legal advice relative to a Document prior to signing.

D. TERMINATION & SUSPENSION

D.1. Either party may end this Agreement at any time by written notice in accordance with these Terms.

E. INTELLECTUAL PROPERTY

- E.1. Trademarks.** The Company has moral & registered rights in its trademarks and the User shall not copy, alter, use or otherwise deal in the marks without the prior written consent of the Company.
- E.2. Proprietary Information.** iAgree may use software and other proprietary systems and Intellectual Property for which the Company has appropriate authority to use, and the User agrees that such is protected by copyright, trademarks, patents, proprietary rights and other laws, both domestically and internationally. The User warrants that it shall not infringe on any third-party rights through the use of iAgree.
- E.3. Solution.** The User agrees and accepts that iAgree is the Intellectual Property of the Company and the User further warrants that by using iAgree the User will not:
- (a) Copy iAgree or the services that it provides for the User's own commercial purposes; and
 - (b) Directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in iAgree or any documentation associated with it.
- E.4. Content.** All content (with the exception of Documents and any other content entered by a Customer) remains the Intellectual Property of the Company, including (without limitation) any source code, ideas, enhancements, feature requests, suggestions or other information provided by the User or any other party with respect to iAgree.

F. LIABILITY & INDEMNITY

- F.1.** The User agrees that it uses iAgree at its own risk.
- F.2.** The User acknowledges that the Company is not responsible for the conduct or activities of any user and that the Company is not liable for such under any circumstances.
- F.3.** The User agrees to indemnify the Company for any loss, damage, cost or expense that the Company may suffer or incur as a result of or in connection with the User's use of iAgree or conduct in connection with iAgree, including any breach by the User of this Agreement.
- F.4.** In no circumstances will the Company be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the User's access to, or use of, or inability to use iAgree, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not the Company knew or should have known of the possibility of such damage, to business interruption of any type, whether in tort, contract or otherwise.
- F.5.** Certain rights and remedies may be available under the *Competition and Consumer Act 2010* (Cth) or similar legislation of other States or Territories and may not be permitted to be excluded, restricted or modified. Apart from those that cannot be excluded, the Company and the Company's related entities exclude all conditions and warranties that may be implied by law. To the extent permitted by law, the Company's liability for breach of any implied warranty or condition that cannot be excluded is restricted, at the Company's option to:
- (a) The re-supply of services or payment of the cost of re-supply of services; or
 - (b) The replacement or repair of goods or payment of the cost of replacement or repair.

G. ELECTRONIC COMMUNICATION AND ASSIGNMENT

- G.1.** The words in this clause that are defined in the *Electronic Transactions Act 1999 (Cth)* have the same meaning.
- G.2.** The User can direct notices, enquiries, and complaints and so forth to the Company as set out in this Agreement. The Company will notify the User of a change of details from time-to-time.
- G.3.** The Company will send the User notices and other correspondence to the details that the User submits to the Company, or that the User notifies the Company of from time-to-time. It is the User's responsibility to update its contact details as they change.
- G.4.** A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- G.5.** Notices must be sent to a party's most recent known contact details.
- G.6.** The User may not assign or otherwise create an interest in this Agreement without the written consent of the Company.
- G.7.** The Company may assign or otherwise create an interest in its rights under this Agreement by giving written notice to the User.

H. GENERAL

- H.1. Disclaimer.** Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.
- H.2. Relationship.** The relationship of the parties to this Agreement does not form a joint venture or partnership.
- H.3. Waiver.** No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.
- H.4. Furthermore Assurances.** Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.
- H.5. Governing Law.** This Agreement is governed by the laws of the state of Victoria, Australia. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.
- H.6. Severability.** Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.