

Terms and Conditions

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Our Standard Terms and Conditions are binding on the Use of ‘cabenet’ products and services – When You register (Signup) online for a cabenet software subscription plan, which provides access to the ‘Service’ or ‘Services’.

The holding company for cabenet digital Services (trading as ‘cabenet’ is Digital Tuna Corporation Pty Ltd (ABN 44 151 685 871).

These terms and conditions apply to You as a user of the Service ("Client or You"). Please read these terms and conditions carefully. It is a condition of use of the Service that you comply with all stated terms and conditions.

cabenet may change or enhance the ‘Service’ at any time and reserves the right to also change these Terms and condition, effective on posting of the modified terms on the cabenet Website.

By registering and then continuing to use the Service, you are accepting the amended Terms of Use. We will make reasonable efforts to communicate changes to you via the cabenet user message board and or by email. However, it is your obligation to read,

understand and agree to comply with the most recent terms and conditions as posted on our Website.

By registering (clicking confirm and making the registration payment) to use the 'Service', you acknowledge that you have read and understood these Terms and Conditions and have the authority to act on behalf of the entity (the 'Client') subscribing to the account and any person/s authorised or permitted to have access to the 'Service' ('Users'). You are deemed to have agreed to these Terms on behalf of the entity for whom you use the 'Service'.

This agreement commences on the date of online registration and continues until terminated in accordance with the provisions of this agreement.

Definitions

In this agreement:

- "Agreement" means these Terms of Use.
 - "Fees" means the fees payable by you in accordance with the cabenet Schedule of Fees set out in these Term and Conditions.
 - "Confidential information" means all information exchanges between the parties to this Agreement, whether in writing, electronically or orally, including the Service but does not include information that is, or becomes publicly available other than through unauthorised disclosure by the other party.
 - "Client Data" means all information, data, text, logos, images, documents and/or content inputted by you or with your authority that forms part of your client data file structure.
 - "Intellectual Property Right" means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world wherever registered.
 - "Service" or "Services" means all products, resources and services made available (as may be changed or updated from time to time by cabenet) via the cabenet Website.
 - cabenet means cabenet Accounting Services - ABN 84 746 217 401. cabenet is a wholly owned entity of Digital Tuna Corporation Pty Ltd. (ABN 44 156 858 71).
 - "Website" means the Internet Site at the domain www.cabenet.com.au and any other operated by cabenet.
 - "Client or "You" or "you" means the person who registers (signs up online) to use the Service, and where the context permits, includes any entity on whose behalf that person registers to use the Service, and any person or organisations that uses the Service with or without authorisation of that person or entity, "Your" has a corresponding meaning.
- "Account" means the cabenet subscription account, that has been subscribed to by You.

1. Application and Variation of these Terms

1.1. These terms and conditions are the terms on which we provide the Service to you. These terms constitute the agreement in its entirety and supersede prior agreements. We

may modify these terms as applying to any agreement, pricing structure for any Service or the terms of the operation by posting on our website and any use of the Service, after that publication will constitute an acceptance of that modification.

2. Access to the Service

2.1. cabenet will assign a client account ID and initial access password, to give access to the Service, in accordance with Your online registration. Account records will be created in accordance with information created in your account Settings (Practice Data). This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.

2.2. **Authorized Users of a Client Account must be setup in the account settings** and identified by a unique email address, username and password and for IPM user also a unique Microsoft account ID. **Two or more natural persons or entities may NOT use the Service as the same Authorized User.**

2.3. We will advise you of any changes affecting your access or data by notice on your Account Welcome page and or if considered necessary or feasible, by email to the contact email address, recorded in the Settings of Your account.

2.4. Scheduled Maintenance must be performed to data and programs, from time to time. We will attempt to perform scheduled maintenance at times which will affect the least number of Clients. If scheduled maintenance requires the Service to be off-line for more than 30 minutes, we will post details on the cabenet message board, in advance of the scheduled maintenance.

2.5. Unscheduled maintenance may need to be performed – by us or our hosting services. If we become aware of any unscheduled maintenance or other unintended interruption to the Service, we will if feasible post details on the website and OR, advise clients by email or SMS using the contact information in the account Settings - Practice.

3. Payments to Us

3.1. You must pay when due the applicable monthly subscription Fee, and any other service fees incurred by You and any designated users of your account or incurred through use of the client/account ID, any username and password created on the account, whether authorised by You or not.

3.2. In addition, You must provide and pay for: (a.) the installation and use of telecommunication services and all equipment needed to access the Service; and (b.) all government taxes, duties and levies (if any) imposed on either You or us in respect of the Services or any other service or goods supplied.

3.3. Subscription and any other fees will be invoiced online to your cabenet account. The monthly subscription fee will be invoiced, at the start of each calendar month. cabenet will continue invoicing You monthly at the start of each calendar month for your subscription plan fee and for any other fees when incurred by You, until this Agreement is terminated in accordance with clause 5.

3.4. Other service Fees are billable on completion of the requested service, unless otherwise advised by us.

3.5. If you choose to pay an amount to us in advance, this will be credited to your account and will be applied against future invoices, to reduce the owed balance on your account. Registration fee and or any other advance payments received, will NOT be refunded under any circumstances, including if You terminate the Service.

3.6. **Preferred payment methods by credit card (Visa or Mastercard) or BPay.** These payment methods can be easily accessed via the account payment link on your cabenet account. You may choose to pay by direct debit through your business online banking facility, when doing so, please include your client / account ID in the transaction details for identification of Your payment. **cabenet does NOT retain client CC or payment details on our systems and does not automatically deduct payments from a bank account.**

3.7. Additional fees may apply for processing of late payment and cheque payments, to cover bank fees and administration costs incurred by us for processing such payments.

3.8. **Your access to the Service will be automatically suspended for overdue payment and access will only be reinstated after payment in full of the balance due.** You should allow sufficient time (prior to the due date) for your payment to be processed by the relevant financial services (Yours and Ours), that is for payment to be received and credited to your account to avoid any unintended interruption to Your access.

4. Our Warranties and Liabilities

4.1. We do not warrant that: (a.) the Services provided under this agreement will be uninterrupted or error free; or (b.) the Services will meet your requirements or (c.) the Services will be free from external intruders (hackers) or other persons having unauthorised access to our Services or systems. To avoid doubt, all implied conditions or warranties are excluded in so far as is permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title, and non-infringement.

4.2. Except as expressly provided to the contrary in this Agreement, all warranties whether express, implied, statutory, or otherwise, relating in any way to the subject matter of this agreement, are excluded. Where any statute implies in this Agreement any term, and that statute avoids or prohibits provisions in a contract excluding or modifying the application of or liability under such a term, then the term will be taken to be included in this Agreement. However, our liability for any breach of the term will, if permitted by that statute be limited, at our option, to the resupply of the Services again; or payment of the cost of having the Services supplied again (by Us).

4.3. Except under clause 4.2, we will not be liable to You for: (a.) any loss or damage in respect of the provision or use of the Services, (b.) any costs, claims, loss or damage of any kind resulting from your fraudulent, negligent or otherwise unlawful behaviour, (c.) any costs, claims, loss or damage arising from any information, Client Data, other data or material provided to us by You or on your behalf.

4.4 If You use the online Verification Of Identity (VOI) or other third party service via your cabenet account, you are agreeing to the terms and conditions and payment of fees for Your use of those services. We make no warranties and will not be liable for any failure of performance or information resulting from Your use of those services.

5. Your Obligations and Guarantees

5.1. **You must only use the Service for your own lawful business purposes**, in accordance with these Terms and Conditions and any notice sent by cabenet or conditions posted on our Website. You may use the Service on behalf of others or to provide services to others, but if you do so You must ensure that You are authorised to do so, and that all persons for whom or to whom services are provided comply with and accept all terms of this Agreement that apply to You.

5.2. You warrant that: (a.) at the time of entering into this Agreement and by continuing Use of the Service, **You are not relying on any representation made by us which has not been stated expressly in this Agreement.**; (b.) You will conduct such tests and computer virus scanning as may be necessary to ensure that Client Data entered or uploaded by You onto or downloaded by You from the server does not contain any computer virus and will not, in any way, corrupt the data or systems of any person; (c.) You will keep secure all passwords used to upload Client Data to the Server and (d.) You hold and will continue to hold the copyright in the Client Data or that You are licensed and will continue to be licensed to use the Client Data.

5.3. You accept responsibility for all Client Data, information, and material You input to the Service, and indemnify us and hold us harmless against any liability in relation thereto. In particular, You undertake that You shall not publish or issue any Client Data or information which is illegal or defamatory. You also acknowledge that we do not vet or approve any Client Data, information, or material available through the Service and that we do not accept any liability. You access and use such Client Data, information and material at Your own risk.

5.4 You will **ensure that all account access information (account ID, usernames, and passwords) used to access the Service are kept secure and confidential**. You must immediately notify cabenet of any unauthorised use or any other breach of security. You are responsible for assigning usernames and passwords and appropriate access level for each user of Your account. You must immediately remove any username and other details in Settings-User, for persons that are no longer authorised by You to access the Service.

5.5 You must ensure that Web browser and virus protection software on all devices used to access the Service is up to date but does not interfere with the operation of cabenet for Your users. You must take all other actions that cabenet deems necessary or advisable to maintain the security of cabenet's computing systems and networks and your access to the Service.

5.6 You must not attempt to:

5.6.1 undermine the security and integrity of cabenet's computing systems or networks or where the Services are hosted by or linked with a third party, that third party's computing systems and networks;

5.6.2. gain access to any materials other than those to which You have been given express permission to access or to the computer system on which the Services are hosted;

5.6.3. transmit or input to the Service, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in

violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the rights to use);

5.6.4. modify, copy, adapt, reproduce, disassemble, decompile, or reverse engineer any computer programs used to deliver the Services or to operate the Website except as strictly necessary for normal business operation.

5.7. You are solely responsible for dealing with persons who access or use the Client Data and must not refer complaints or enquiries in relation to such data to Us.

5.8. You accept responsibility for all information and material, backup and security of Client data created via cabenet and stored on a local network or third-party application or storage service. Users of any third-party application or service connected with Your use of this Service, are solely responsible for their own conduct and the content of any files created and stored to that service. It is your obligation to ensure you and all registered users of Your cabenet account read, understand, and agree to comply with any such third-party service provider's terms and conditions.

5.9. You indemnify us against all costs, expenses, loss, or liability that we may suffer (directly or indirectly) resulting from: (a.) your breach of these terms, (b.) Your use or misuse of the Service and (c.) the use or misuse of the Service by any person using your account, (d.) publication of defamatory, offensive, or otherwise unlawful material on any website forming part of Your Service.

5.10. You warrant and represent that You are acquiring the right to access and use the Services for the purpose of, operation of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the Supply of the Services, the Website or these Terms.

5.11. You are solely responsible for ensuring that You comply with all laws (and relevant industry related professional rules and regulations) relating to the conduct of your business and the application of the software and systems in that business, including without limitation to trust accounting, taxation, business document retention and privacy requirements.

6. Our plans and pricing

We aim to provide the most cost-effective legal practice management software solution for law firms of any size.

6.1. cabenet subscription plan and service fees are as follows:

6.1.1. A one-off **new account fee** applies on registration for the Service. The applicable fee is shown on the signup webpage for payment by Credit card or quoted and invoiced for payment prior to setup for enterprise or unlimited user plan clients.

6.1.2 The **new account** fee covers account setup, upload of opening matter details and trust balances where data is provided in a suitable file format, online training and migration advice (max. 2 hours) and assistance with the initial trust account reconciliation and month end report to confirm accurate conversion on your move to cabenet.

61.2 Data migration assistance. Additional fees apply for extraction of data and reports and conversion and upload of documents, templates and emails from your legacy system.

6.1.3 Your monthly subscription plan fee will be invoiced online to Your account at the start of each calendar month and is payable by the end of that month to continue use of the Service.

6.1.3. Legal Accounting Subscription – includes Trust, Controlled Monies and Office Accounting plus time clocks and timesheet, matter billing and invoicing, Matter File and Safe Custody Registers, email help desk support and online help resources library.

cabenet legal accounting plans:

Legal accounting Level 1 plan, allows up to three usernames and level 1 data storage, for \$90 per month Ex. GST.

Legal accounting Level 2 plan, allows up to three usernames and level 2 data storage for \$240 per month Ex. GST.

Legal accounting Enterprise plan, for seven or more users is \$40 per user per month Ex. GST.

6.1.4. cabenet Integrated Practice Management (IPM) plans includes all legal accounting features (trust and controlled monies accounting, time clocks and timesheet, billing and invoicing, office accounts and financial and performance reports) PLUS client intake management, document automation and matter data merging, AI assisted document and email preparation and file reviews, calendar integration for time capture, email management, task-based workflow, and seamless integration with Microsoft Office 365 and OneDrive / SharePoint cloud storage.

cabenet Integrated Practice Management (IPM) plans:

IPM Level 1 plan, allows up to 3 usernames and level 1 data storage for \$210 per month Ex. GST.

IPM Level 2 plan, allows up to 6 usernames and level 2 data storage for \$450 per month Ex. GST.

IPM Enterprise plan. For seven or more users is \$80 per user per month, Ex. GST and a one-year commitment.

QBCC Building Industry Trust Accounting plans

The cabenet QBCC building and construction trust accounting plans provide capability for multiple Project Trust Accounts (PTA) and a Retention Trust Account (RTA) with ledgers, reporting and recordkeeping to meet QBCC regulations.

A standard QBCC trust accounting plan allows three users for \$240 per month Ex. GST.

Extra users at \$80 per user, per month, ex. GST.

6.2. Other service fees

Fees apply for other services used or requested by You, these may include but are not limited to:

- Data migration services – assistance with moving data files from legacy software such as office accounting, documents, templates and email files.
- User device configuration - Additional assistance to setup the Microsoft or SharePoint interfaces with cabenet IPM for an individual device based on the time required.
- Text messaging service – SMS (text) messaging for client communications requires Your cabenet account to have a minimum credit balance of AUD\$50 or sufficient credit to cover the estimated cost of the message campaign (estimate is provided on screen), before the message or campaign will be initiated by the system.
- Online Verification Of Identity service – Depending on the service selected the VOI fee may be added to Your cabenet account, for each VOI initiated by a cabenet user, for payment by the end of the current calendar month or payment may be made direct to the VOI service provider. As with any outstanding fee on Your cabenet account, overdue payment for any Service will result in a suspension of access until full payment of any balance owing is received.
- Trust or office account reconciliation service fees start from \$77 inc. GST per reconciliation. The total fee applied is based on time and skill required, which is a factor of the volume of transactions, number of any errors identified, and action required to bring about a reconciliation of the account and to generate the end of month compliance or business report.
- Requested operator assistance to resolve transaction, accounting, or invoicing issues, assist with specific reconciliation queries or to correct operator errors (if permitted under legal profession regulations), re-creation of compliance or other reports, export of data or reports will be charged based on the time and skill required to meet the request.
- Phone support and online training (after the implementation period) as well as face-to-face training for individuals or groups, will incur additional fees. In general, these fees will be based time and skills required per hour or part thereof, plus any on-costs incurred in the case of onsite sessions.
- Mutually agreed customisation including to user permission settings, new or amended reports, etc. will incur consulting fees based on the consultation, design, coding time and skills required. These fees may include one-off charges and or an additional monthly fee, depending on the changes required. We will quote for any requested work and may request payment prior to commencing customisation.
- Archive service on closure of a trust account, law practice or Your cabenet subscription, You may request conversion of the account data to archive (read only access) to retain Your cabenet records to meet professional and business recordkeeping obligations. An annual service fee is payable at the time of conversion and then annually when due to renew the archive service.

Third- party provider fees, if you sign up or use services from third-party providers that are made available via cabenet you are responsible for all related fees. This includes but is not

limited to Vol and AI fees. Where these fees are invoiced on your cabenet account, overdue payment for any Service will result in a suspension of access until full payment of any balance owing is received.

- Generally, **specific service fees will be invoiced to Your account on completion of the requested service**, for payment by the end of the current calendar month but for some services payment prior commencement of the work requested, maybe required.

6.3. Changes to plans and fees and authorised user access.

You must acknowledge the right of cabenet to adjust future pricing, without prior notice. However, we make reasonable efforts to inform clients in advance of price changes.

Your subscription is renewed month-to-month, by payment of the account in full. Therefore, **You are required to pay all fees (as shown on Your account) before the end of the current month**. This includes the applicable monthly subscription plan fee plus any additional fees invoiced to Your account, as set out in these terms.

The applicable subscription plan for Your account will be regularly reviewed by Us. Your subscription plan and applicable fees will be changed when appropriate, based on the type of plan and the number of registered users (in Settings - Users), extra data storage used and where applicable customisation and other services applicable for Your account.

If you choose to pay an amount in advance, that will be credited to Your account and applied against future fees when incurred, reducing the balance on Your account. **Advance payments made by You will not be refunded** under any circumstances, including on termination of the Service.

6.4 Registered cabenet Account Users

All Authorised Users of a cabenet Account must be setup (registered) in the account settings with an individual username and password. IPM users must also have a Microsoft account ID that can be linked to cabenet for sharing and authorisation of access to the law firm OneDrive/SharePoint account.

The Services may only be accessed by one natural person or entity per Authorized (registered) Username. If this condition is not met, the Service may be suspended until all users are properly registered and, if necessary, the subscriber plan level is updated.

7. Intellectual Property

7.1. General. Title to, and all Intellectual Property Rights to the Service, the Website and any documentation relating to the Service remain the property of Digital Tuna Corporation P/L (or its licensors).

7.2. Ownership of Data. Title to, and all Intellectual Property Rights in the Data remain Your property. However, Your access to the Data on the Service is contingent on full payment to cabenet for all Fees due.

7.3 You grant cabenet (our staff, agents, and suppliers) a non-exclusive licence to view, use, copy, transmit, store and back-up Your information and data for the purposes of enabling

You to access and use the Services and for any other purposes related to provision of Services to You.

7.4 If You contribute content to the Website or communicate or correspond with Us, You automatically grant to Us an irrevocable, perpetual, non-exclusive, royalty-free, worldwide licence to use, copy, display and distribute the content and/or any part of Your correspondence or communication (the "Material") and to prepare derivative works of the Material or incorporate the Material into other works in order to publish or promote the Website or its content. This may include, but is not limited to, publishing testimonials on the Website, promoting the Website through means other than the Website (whether or not those means have been invented or are to be invented in the future) and developing Your ideas and suggestions for improved products or services we provide. Where We use your material, You acknowledge and agree that You are not entitled to be paid a fee, royalty or any other form of consideration by Us for doing so.

8. Data Backup

8.1. cabenet adheres to comprehensive processes for backup of systems, programs, and Client data; including duplicated ISP hosting and other offsite backup to commercial grade cloud servers but does not make a guarantee that there will be no loss of data. cabenet expressly excludes liability for any loss of Data, no matter how caused.

8.2 Our hosting services will archive your Data onto backup mechanisms on a regular basis for the purposes of disaster recovery. In the event of equipment failure or data corruption, they will use all reasonable endeavours to restore your Data from the last available, good archive. You acknowledge that any of your Data that is not accessible by us at the time that a backup is carried out, will not be backed up. We do not warrant that backups will:

- (a) occur on every scheduled occasion,
- (b) be complete; or
- (c) be uncorrupted.

We will not be liable for incomplete, out-of-date, corrupt or otherwise deficient Data recovered from our backups where we have acted with reasonable care.

8.3. Notwithstanding these backup regimes, you may export the Matter Register and other transaction data to an e-file, at any time. It is Your responsibility to retain copies (physical and or e-files) of all records required under any Legal Profession Regulation and any other business records, that may be specified by any other applicable industry or government legislation or regulations – while using and on termination of the Service.

8.4 cabenet Live integrated practice management users are responsible for all backup and synchronisations of all Information assets stored to a Microsoft Account (Outlook.com, OneDrive or SharePoint) or other cloud storage service used by the firm and any users of the Service, or other third-party services used in association with Your use of cabenet Services. cabenet is not responsible for backup or protection of this information at any time or under any circumstances.

9. Third party services and Your Data

9.1. If You enable or request cabenet to provide You with access to third-party applications and services for use in conjunction with the Services, You acknowledge that the providers of those third-party applications or services may access Your Data for the interoperation of such third-party applications with the Services. cabenet shall not be responsible for the operation or performance of these third-party applications or any disclosure, modification or deletion of Your Data resulting from any such access to or by third-party application or service providers.

9.2 Information assets stored to Microsoft Accounts (Outlook.com, OneDrive or SharePoint) or other third-party systems used in association with Your cabenet Services, are Your information assets and cabenet is not responsible for the operation, backup or protection of such data at any time or in any circumstances.

9.3 If You use Verification Of Identity (VOI) service, you are agreeing to the terms and conditions of use for that service and all fees billed to your cabenet account for VOI processes initiated by any user of your cabenet account, whether authorised or not.

10 Use of AI Functions and Tools

By accessing and using AI functions and tools available via your cabenet Service, you acknowledge and agree that the use of these tools involves certain inherent risks. You understand that while Cabenet strives to provide accurate and reliable tools, the nature of artificial intelligence and machine learning means that outcomes may vary and are not guaranteed.

You voluntarily assume all risks associated with the use of these AI functions and tools, including but not limited to, errors in data processing, inaccuracies in results, and any unintended consequences arising from the use of the tools including:

- The use or inability to use these AI functions and tools.
- Any unauthorized access to or alteration of your transmissions or data.
- Any other matter relating to the AI tools.

10.1 You agree to indemnify, defend, and hold harmless Cabenet and its affiliates from any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or in any way connected with your use of AI or your violation of these terms.

10.2 AI tools are provided as is and as available without any warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

10.3 To the fullest extent permitted by law, Cabenet, its affiliates, officers, employees, agents, and licensors shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting from.

10.4 By using AI functions and tools, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions and are responsible for informing Your users of these risks and training them in appropriate use of AI.

11. Suspension or Termination of Service

11.1. We may from time to time without notice suspend the Service or disconnect or deny Your access to the Service: (a.) during any technical failure, modification or maintenance involved in the Service provided that we will use reasonable endeavours to procure the resumption of the Services as soon as reasonably practicable; or (b.) if You fail to comply with any agreement (including failure to pay all fees when due) until the breach (if capable of remedy) is remedied, or do, or allow to be done, anything which in our opinion may have the effect of jeopardising the operation of the Service. Notwithstanding any suspension of any Service, under this clause You shall remain liable for all fees due throughout the period of suspension.

11.2. We may, without notice to You, remove, amend or alter Client Data upon being made aware of: (a.) any claim or allegation; or (b.) any court order, judgment, determination or other finding of a court or other competent body, that the Client Data is illegal, defamatory, offensive or in breach of a third party's rights.

11.3. We may end our Agreement with You and cease providing Services for any reason, with immediate effect on written notice. You may close your account with us on written notice to Us.

11.4. If Your account is closed by either party, you must pay all outstanding fees immediately, and we will delete your Account Data from our systems and any related storage media, unless arrangements (including payment of any related fees) are made by You with Us, at the time of suspension and termination for ongoing data storage.

12. Termination

12.1. These Terms will continue for the period covered by the Fees payable under Clause 6. At the end of each billing period these terms will automatically continue for another period of the same duration as that period, provided You continue to pay all fees when due, unless either party terminates these Terms by giving notice to the other party, before the end of the relevant payment period. If You terminate these terms, You shall be liable to pay all fees owing up to the end of the calendar month, in which the termination notice is given under these Terms.

12.2. cabenet will NOT refund Registration or any other payments, including advance payments credited on Your account, at any time including on notice of Termination.

12.3. Breach. If You:

12.3.1. Breach any of these Terms (including, without limitation, by non-payment of any Fees and do not remedy the breach within 14 days after receiving notice of the breach, if the breach is capable of being remedied;

12.3.2. Breach any of these terms and breach is not capable of being remedied which includes (without limitation) any payment of Fees due or overdue; or

12.3.3. You or Your business become insolvent or goes into liquidation or has a receiver or manager appointed over any of its assets or if You become insolvent, or make any

arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction.

12.3.4. cabenet may take any or all the following actions, at its sole discretion:

12.3.5. Terminate this Agreement and Your access to the Services and the Website;

12.3.6. Suspend for any definite or indefinite period, Your access to the Services and the Website;

12.3.7. Take either of the actions in sub-clauses 5 and 6 of the clause in respect of any or all other persons whom You have authorised to have access to Your information and Data; or

12.3.8. Suspend or terminate access to all or any Data.

12.4. Following Termination of Your subscription to any cabenet Service, for whatever reason, we make no guarantee to retain or backup Your account data and will purge the account and data storage on our systems, in line with our internal operational requirements.

12.4.1 If you choose to Terminate Your subscription to the Service, You will ensure before closing the Service that, You have arranged to archive your cabenet data with Us or You have exported or printed all information related to the period of Your cabenet use, as may be required according to the requirements of the Legal Profession Regulation and legislation, the Australian Taxation Act as well as any other applicable industry or business standards.

12.4.2 Access to Your data after Termination, while this information is still retained by Us, will only be granted on payment of all outstanding fees or if applicable, payment of our quoted fee for data access or download for any information as may be requested by You.

13. Transfer and Assignment

13.1 You agree and acknowledge that, if We merge, sell or otherwise change control of Our company or sell, lease, licence or otherwise transfer control of the Website or Service to a third-party:

(a) We may without giving notice or seeking prior consent from You, disclose Your Client data we may have collected from You to the third-party; and

(b) We are entitled to assign the obligations and benefits of any agreements We may have with You to the third-party.

14. Support desk services

14.1 User support. Your subscription includes an online help library and user support via email to support@cabenet.com.au. Details of authorized Users must be setup in the account settings to access the Help Services and support before requesting support. For security and confidentiality reasons requests from any person not listed as a client account user will not be accepted. Answers to most questions are found in the online Help library. Users should refer to this information before making a separate support request. Fees may apply for phone support or additional online training sessions (after the implementation period) and face-to-face training that You request. cabenet cannot provide instruction or advice on

individual business tax or accounting issues, only in relation to correct use of the cabenet Service.

14.2. Technical Issues. cabenet cannot provide support for issues that relate to telecommunication services or problems with computer devices used to access the Service. You must take all reasonable efforts to diagnose the nature of any IT problem affecting Your use of the Service and check the User Help Library for solutions to common problems, then if unresolved email us at support@cabenet.com.au.

14.3. Service availability. Whilst cabenet intends that its services should be available 24 hours a day, seven days a week, it is possible that on occasions the Services or Website may be unavailable to permit maintenance, upgrades and repairs, or due to a failure of telecommunications links and other equipment that are beyond our control. cabenet will take reasonable steps to minimise such disruption to the extent it is within our reasonable control.

cabenet may modify or discontinue, temporarily or permanently, the Services or Materials, or any portion thereof, with or without notice. You agree that cabenet shall not be liable to You or anyone else if we do.

15. General

15.1. These Terms and the terms of any other notices or instructions given to You under these Terms of Use, supersede and extinguish all prior agreements, representations (whether oral or written), and understandings and constitute the entire agreement between You and cabenet relating to the Services and the other matters dealt with in these Terms.

15.2. You grant to us a license to use and reproduce all Client Data to fulfil our obligations under this agreement.

15.3. We may use subcontractors to fulfil any or all our obligations under this Agreement.

15.4. A provision of, or a right created under this agreement, may not be waived except in writing signed by the party granting the waiver, or varied except in writing signed by the parties.

15.6. You may not assign Your rights and obligations under this agreement without our prior written consent.

15.7. Any notice given under these terms by either Party to the other must be in writing by email to or from support@cabenet.com.au. Notices to You will be sent to the contact email address in Your Practice Settings details for Your account.

15.8. A person who is not a party to these terms has no right to benefit under or to enforce any term of these Terms.

15.9. Force Majeure. Except for any payment obligations, neither you nor cabenet or our related business entities will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, and other causes beyond the party's reasonable control). The party affected by the force majeure event will use commercially reasonable efforts to resume performance as soon as practicable.

Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

16. Jurisdiction

16.1. Your Use of the Service and these Terms of Use are governed by the laws of the State of New South Wales in the Commonwealth of Australia and You agree to submit to the exclusive jurisdiction of the courts in NSW, Australia.

16.2. We do not represent or warrant that cabenet Services will meet the profession standards or other requirements for use by legal practitioners in any jurisdiction, where the Service may be viewed or used. You must ensure that Your use of the Service is in accordance with the laws and professional standards of your jurisdiction.

17 Privacy Policy

Our approach to privacy

Digital Tuna Corporation Pty Ltd (ABN 44 151 685 871) the holding company for cabenet digital Services (trading as 'cabenet' is Digital Tuna Corporation Pty Ltd (ABN 44 151 685 871) are committed to protecting your privacy. This privacy policy sets out how we collect, store, process, transfer, share and use data that identifies or is associated with you ("personal information") and information regarding our use of cookies and similar technologies.

cabenet operates a cloud-based legal practice management solution available via our websites including at cabenet.ocm.au and cabenet.au as well as other products and services that we make available (the "**cabenet service**").

Before accessing or using the cabenet Service, please ensure that you have read and understood our collection, storage, use and disclosure of personal information as described in this privacy policy. By accessing or using the Service, you are accepting and consenting to the practices described in this privacy policy.

Collection of personal information

cabenet requests and stores personal information that is essential to meet the legal and business requirements of conducting business with You. Personal or corporate information held by cabenet may include but is not limited to personal names, business names, current and previous business addresses, personal and business telephone/mobile phone numbers, email addresses, bank account or credit card details, occupation, and Your cabenet account username and passwords.

If you choose not to provide certain personal information cabenet may not be able to provide You with the Services.

cabenet **collects personal information; directly from you**, when you provide information by phone/email or by filling in online forms, or when you submit information through our website, promotions and social media pages; from professional bodies while undertaking consultation in relation to legal or professional obligations and from publicly available

sources of information or use some other feature of the Service as available from time to time.

We **may receive personal information about You** from individuals or corporate entities which are Subscribers to the cabenet Service ("**Subscribers**") where you are to be a registered a user of the Service.

We may receive personal information about you if you use any other services we provide from time to time. We may also work with third parties (such as, VoI and search information providers, credit reference agencies) and may receive information about you from them, subject to your agreements with them.

Our use of personal information

Your personal information may be used to verify your identity; to subscribe You to or use the Services; and or to administer and manage those Services, including charging, billing and collecting debts; inform you of ways Your use of the Services could be improved; conduct appropriate checks for credit-worthiness and for fraud; gain an understanding of your information and communication needs, to provide you with a better Service; and maintain and develop our business systems and infrastructure, including testing and upgrading of these systems.

Your personal information collected via the Service may be used to **market and promote our Services to You** (via email, postal and telemarketing, SMS and MMS messages). cabenet does this to keep You informed about its products, services, and exclusive offers. If you do not wish cabenet to promote its products, services, and exclusive offers to you, please contact us at support@cabenet.com.au to unsubscribe to our information services, in doing so You acknowledge this may affect your use of our Services.

When You visit the **cabenet website** (including cabenet.com.au or cabenet.au or any other URL registered by Us) our hosting servers may record information, such as but not limited to Your user login, time, date, location and IP address.

cabenet uses '**cookies**' on the website and in other online services. Cookies are an industry standard, and many websites use them. A cookie is a small text file that websites may place on your computer. Usually, cookies are used as a means for the website to remember your preferences. In some cases, cookies may collect and store personal information about You as a user of the Service. cabenet extends the same privacy protection to your personal information, whether gathered via cookies or from other sources. You can adjust your Internet browser to disable cookies or to warn you when cookies are being used. However, if you disable cookies, you may not be able to access specific function and areas of the website or take advantage of improved website experiences that cookies offer.

We may anonymize and aggregate any of the personal information we collect. We may use anonymized information for purposes that include testing our IT systems, research, data analysis, improving the Service and developing new products and features. We may also share personal and anonymized information when you use third-party services accessed via the Service, including when you use AI functions associated with Your cabenet service.

Disclosure of personal information

We will not share your personal information with any third parties except as described in this privacy policy or in connection with the Service. We may share your information with selected third parties, including but not limited to: Your authorised representatives or legal and business advisers (e.g. when requested by You to do so); credit-reporting and fraud-checking agencies; credit providers (for credit related purposes such as credit-worthiness, credit rating, credit provision and financing); our own professional advisers, including accountants, auditors and lawyers; and government and industry regulatory authorities and other organisations, as required or authorised by law.

Professional Regulatory or Government Bodies, may issue a legal notice to Us requiring access to documents and other information related to Your use of the Service. cabenet will comply with any such notice legally issued, in relation to granting access to records stored on a cabenet Account.

We may disclose personal information to comply with our legal obligations, or to enforce or apply our terms and conditions of service and other agreements; or to protect the rights, property, or safety of cabenet, our customers, or others. This includes exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

We may disclose personal information to third parties in connection with a business transaction. Personal information may be disclosed to third parties in connection with a transaction, such as a merger, sale of assets or shares, reorganization, financing, change of control or acquisition of all or a portion of our business. If we are involved in a merger, acquisition, or sale of all or a portion of its assets, you will be notified via email and/or a prominent notice on our Website of any change in ownership that impacts the use of your personal information, as well as any choices you may have regarding your personal information.

With consent, we may display personal testimonials of satisfied customers on our site, along with other endorsements. If you wish to update or delete your testimonial, you can contact us at support@cabenet.com.au.

Your use of Third-party services and Your Data

The cabenet Service may, from time to time, contain links to and from third party websites. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for their policies. Please check the individual policies before you submit any information to those websites.

Pages on our Website may utilize framing techniques to serve content to/from our partners while preserving the look and feel of our Website. Please be aware that you are providing your personal information to these third parties and not to Us.

If You enable or request Us to provide You with access to third-party applications and services for use in conjunction with the Services, You acknowledge that the providers of those third-party applications or services may access Your Data for the interoperation of such third-party applications with the Services. cabenet shall not be responsible for the operation or performance of these third-party applications or any disclosure, modification or

deletion of Your Data resulting from any such access to or by third-party application or service providers.

Information assets stored to Microsoft Accounts (Outlook.com, OneDrive or SharePoint) or other third-party systems used in association with Your cabenet Services, are Your information assets and cabenet is not responsible for their operation, backup or protection of such data at any time or in any circumstances.

If You use a Verification Of Identity (Vol) service, you are agreeing to the terms and conditions of use for that service and all fees billed to your cabenet account for Vol processes initiated by any user of your cabenet account, whether authorised by You or not.

Cabenet offers integrated AI functions and tools in association with its Service. While we endeavour to anonymize information shared with these third-party services, you must acknowledge that Your use of these functions and tools may disclose personal information to third party systems.

Storage and retention of personal information

cabenet has implemented administrative, technical, and physical safeguards to protect its and its customers' information. If you have been provided with, or have selected, a password that grants access to our Services, it is your responsibility to maintain the confidentiality of this password. Subscribers and their registered users should not share their password with anyone.

While no transmission of information via the internet is completely secure, we take reasonable measures to protect your personal information. We cannot guarantee the security of your personal information transmitted to our Website; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

We will only retain your personal information for as long as necessary to fulfill the purposes we collected it for, including for the purposes of our legitimate business interests and satisfying any legal or reporting requirements.

To determine the appropriate retention period for personal information, we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, the purposes for which we process your personal information and the applicable legal requirements.

Changes to this policy

We may update this privacy policy from time to time and so you should review this page periodically. When we change this privacy policy in a material way, we will update the "last modified" date at the top of privacy policy. Changes to this privacy policy are effective when they are posted on this page.

Contacting us

Any questions, comments, and requests regarding this privacy policy are welcome and should be sent to support@cabenet.com.au.

