

# Software as a Service Terms

## 1 APPLICATION

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This document shall form part of the agreement which governs the Customer's access and use of MyWorkplaceCloud.

The Customer agrees and accepts these terms and conditions set out in this document by either:

- (a) clicking "I agree" or similar button or checkbox when signing up MyWorkplaceCloud; or
- (b) submitting an Order Form.

## 2 FREE TRIAL PERIOD

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- (a) This clause applies if when the Customer takes part in any free trial offer when it signs up the MyWorkplaceCloud.
- (b) For the purposes of this clause, "Free Trial Period" means the longer of:
  - (i) the free trial period as displayed on the Website when Customer signs up the MyWorkplaceCloud;
  - (ii) a period of 30 days after the Customer signs up the MyWorkplaceCloud.
- (c) Each Customer shall only be eligible for one Free Trial Period in its lifetime.
- (d) Subject to other provisions of this clause 2, no charges will be payable by the Customer for the access and usage of the MyWorkplaceCloud.
- (e) If the Customer wishes to continue accessing or using the MyWorkplaceCloud after expiry of the Free Trial Period, it must complete and submit an Order Form to Vittoria.io Australia before the Free Trial Period expires.
- (f) The Customer acknowledges and agrees that during the Free Trial Period, the Workplace Application is made available to the Customer to enable the Customer to evaluate the Workplace Application and for no other purpose.
- (g) The Customer can terminate this Agreement at any time before the end of the Free Trial Period by using the cancellation link on the Website.
- (h) Upon the expiration of the Free Trial period, Vittoria.io Australia may cancel and delete the Customer's account and any Customer Data without notice to Customer.

## 3 DURATION OF AGREEMENT

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- (a) If no Order Form is completed and submitted by the Customer and accepted by Vittoria.io Australia, this Agreement will end upon the expiry of the Free Trial Period.
  - (b) If an Order Form is completed and submitted by the Customer and accepted by Vittoria.io Australia, this Agreement shall commence on the Commencement Date and continue for the Initial Term.
  - (c) Subject to subclause (c), this Agreement will be renewed for subsequent terms of 12 months each, unless the Customer shall provide at least 30 days' notice in writing prior to
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the expiry of the initial term or any subsequent term if it does not wish to renew the Agreement pursuant to this subclause.

- (d) The Customer agrees that Vittoria.io Australia may review and adjust the Charges on or before this Agreement is renewed by publishing the new Charge on the Website, or notifying the Customer in writing before the Agreement renewed.

#### **4 PROVISION OF ACCESS AND SERVICES**

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- (a) Subject to this Agreement, Vittoria.io Australia will grant the Customer and the Users the right to access and use the MyWorkplaceCloud during the term of this Agreement. This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.
  - (b) The Customer acknowledges and agrees that:
    - (i) it may only acquire and make use of the Services for the sole purpose of meeting the internal business needs of its business;
    - (ii) the Customer is solely responsible for determining who is an User;
    - (iii) the Customer is responsible for all Users' use of the Services;
    - (iv) the Customer must ensure that all Users abide by the terms of the Agreement;
    - (v) the Customer must prevent unauthorised access to the Services, and the Users shall not disclose their security credentials including passwords.
  - (c) Other than for Vittoria.io Australia's obligation to give Customer access to the MyWorkplaceCloud as part of the Services, if any consents (which may include, without limitation, consents for Vittoria.io Australia to access use, store and disclose Customer Data) are required for Vittoria.io Australia to provide the Services, Customer must procure those consents for Vittoria.io Australia. Vittoria.io Australia's obligations to provide the Services are conditional on those consents having been procured. The Customer shall comply with Vittoria.io Australia's reasonable requests for confirmation of this.
  - (d) Vittoria.io Australia may configure its system and determine the nature and manner of its internal technical support at its discretion. The Customer agrees to comply with such access and use procedures (including communications and security) as Vittoria.io Australia notifies the Customer from time to time.
  - (e) Other than expressly permitted by this Agreement, the Customer shall not do or permit anything to be done with respect to the MyWorkplaceCloud or the Services. Without limiting the preceding sentence, Customer shall not:
    - (i) remove or modify any MyWorkplaceCloud markings or any notice of Vittoria.io Australia's rights;
    - (ii) make programs or materials resulting from the Services available to any third party, unless the third party is an User;
    - (iii) commercially exploit the Services or the MyWorkplaceCloud (including by making it available to any third party that is not an User); and
    - (iv) distribute or transmit any part of the Services by any means.
  - (f) The Customer shall use reasonable efforts to prevent unauthorised third parties from accessing the MyWorkplaceCloud and Services.
  - (g) The Customer agrees that the access rights of any individual User (other than the Customer) permitted to use the Services (for example on a named or password-enabled
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basis) cannot be shared or used by more than one individual, unless the right is reassigned in its entirety to another individual authorised user in which case the first user shall no longer have any right to access all or any part of the Services.

- (h) The Customer agrees not to make or permit any use of the Services in an unacceptable way, including but not limited to:
  - (i) it may impair the functionality of the Services, or other systems used to deliver the Services or impair the ability of any other user to use the Services
  - (ii) it involves anything which is false, defamatory, harassing or obscene;
  - (iii) it involves unsolicited electronic messages;
  - (iv) it would involve the contravention of any person's rights (including intellectual property rights);
  - (v) it may offend any laws; or
  - (vi) it may otherwise be regarded by Vittoria.io Australia, on reasonable grounds, to be unacceptable (Vittoria.io Australia may from time to time notify the Customer of the circumstances which Vittoria.io Australia regards as unacceptable).
- (i) The Customer agrees that Vittoria.io Australia may immediately suspend all or any part of the Services and remove or disable access to anything that contravenes those restrictions or is otherwise in breach of this Agreement.
- (j) The Customer may request Vittoria.io Australia to add additional Users during the Initial Term ("**Additional Users**"), and if any Additional Uses is added, the Customer agrees that:
  - (i) the Customer must pay charges for such Additional Users on the Standard User Rate in accordance with the Payment Terms in accordance with the Payment Terms;
  - (ii) the Additional Users are added on the same terms and conditions applicable to existing Users for the remainder of the Initial Term;
  - (iii) the Customer cannot reduce the number of Users including Additional Users during the Initial Term.

## **5 DATA AND ACCESS**

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- (a) Vittoria.io Australia agrees on the terms of Clause 12 (Confidentiality) that Customer Data is Customer's Confidential Information.
  - (b) The Customer agrees that it is solely responsible for the accuracy, quality, integrity, legal compliance, reliability, appropriateness, and rights ownership in all Customer Data. The Customer also agrees that there are limitations to MyWorkplaceCloud's and Services' ability to assist in the Customer's business. The Customer agrees that the MyWorkplaceCloud and the Services do not detect faulty or aberrant input data, do not take into account all of the matters that should be considered in decision-making regarding matters of relevance to the Customer's business and should not be used as a substitute for Customer's independent and appropriately qualified decisions regarding matters of relevance to Customer's business. Customer warrants that it will not make or permit any access to or use of the MyWorkplaceCloud or Services unless it has in place appropriate strategies, in addition to (and not reliant on) its use of the MyWorkplaceCloud and Services to manage all risks attendance on its business.
  - (c) The Customer shall be responsible for providing its own Customer Access Facilities.
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- (d) The Customer warrants and shall ensure that all Customer Access Facilities meet the security standards required by Vittoria.io Australia from time to time and are and will remain free from any circumstances (including viruses) which may adversely affect Vittoria.io Australia, the MyWorkplaceCloud or the Services and are otherwise reasonably appropriate for use in conjunction with the Services.
- (e) Third-party facilities, including software programs, may be necessary or appropriate for access to or use with the MyWorkplaceCloud. The Customer agrees that its right to make any use of such facilities is governed by the terms of the relevant third-party licence/services agreement and not by this Agreement.

## **6 CLOUD SERVICE PROVIDER**

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- (a) The Users acknowledge that Vittoria.io Australia is providing the Services through its cloud computing service provider, Amazon Web Services, and agree that Vittoria.io Australia shall not be liable for any unauthorised use, disclosure, access, damage or destruction of any Customer Data, or Customer's Confidential Information caused by any action, negligence or omission of the Vittoria.io Australia's cloud computing service provider, or as a result of cyberattacks.
- (b) In addition to the Users' obligations as set out in this Agreement, the Users acknowledge and agree that the User must also comply with the terms and conditions of Amazon Web Services with respect to its cloud service. A copy of the terms can be found at <https://aws.amazon.com/>.
- (c) The Customer shall indemnify Vittoria.io Australia from and against all Losses Vittoria.io Australia incurs or suffers directly or indirectly, including any claim by Amazon Web Services or other customers of Vittoria.io Australia from or in connection with any breach of Amazon Web Services' terms and conditions in respect to the cloud service caused by the Users' conduct, omission or negligence.
- (d) Vittoria.io Australia may at any time, by notice in writing to the Customer, change its cloud service provider, and the Users agree to comply with the terms of the new provider.

## **7 ACCURACY OF THE SERVICES**

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- (a) The Customer acknowledges and agrees that:
    - (i) the Customer is solely responsible for reviewing and adjusting default settings of the MyWorkplaceCloud; and
    - (ii) the formula, methodology and other content of the MyWorkplaceCloud for the purposes of creation, publication and distribution with or without the intermediary of a validation processing tool or management of content elements are intended to be used by the Customer as a guide only. The MyWorkplaceCloud provides the framework to centralise and organise the Customer's company information without being able to do it automatically if the methodology is not implemented by the Customer.
  - (b) The Customer is solely responsible for ensuring that its employees, including but not limited to Users, can properly access information provided by the Customer or shared among employees and relevant to the organisation desired by each of them..
  - (c) Under no circumstances is Vittoria.io Australia liable to the client for any poor organisation in terms of information, documentation or various processes relating to the use of the MyWorkplaceClouds.
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## **8 PRIVACY**

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- (a) In performing this Agreement, Vittoria.io Australia shall comply with its privacy policy in force from time to time. Vittoria.io Australia's privacy policy as of the date of this Agreement is at <https://Vittoria.io Australia/au/privacy-policy/>.
- (b) Vittoria.io Australia's privacy terms are subject to change from time to time, provided that any such change will not materially reduce the level of privacy protection for Customer Data during the period for which any Charges have been paid.
- (c) Vittoria.io Australia may provide the Services from any location and/or through the use of contractors worldwide.
- (d) The Customer agrees to provide any information, and to obtain any consents, relevant to its use of the Services and Application, including those in relation to the collection, use, disclosure and storage of personal information of any individual whose personal information may be included in Customer Data.

## **9 CHARGES AND ADDITIONAL USES**

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- (a) The Customer shall pay the Charges at the rate specified in the Order Form, or if there is no Order Form, the rate as displayed on the Website from time to time.
- (b) The Customer must pay or arrange payment of all amounts specified in any invoice issued by Vittoria.io Australia, in accordance with the Payment Terms. If the Customer disputes the whole or any portion of an invoice submitted by Vittoria.io Australia, the Customer shall pay the portion of the amount stated in the invoice that is not in dispute and shall notify Vittoria.io Australia in writing (within seven (7) days of receipt of invoice) of the reasons for disputing the remainder of the invoice. If it is resolved that some or all of the amount in dispute ought properly to have been paid at the time it was first invoiced, then Customer shall pay the amount finally resolved together with interest on that amount in accordance with the terms of payment set out in this Agreement at the rate of 10% p.a.
- (c) The Customer shall pay Vittoria.io Australia interest on any amount due and not paid by Customer within the time required by this Agreement at the rate of 10% p.a.
- (d) In addition to paying the Charges and any other amount payable under or in connection with this Agreement (which are exclusive of GST), the Customer will:
  - (i) pay to Vittoria.io Australia an amount equal to any GST payable for any supply by Vittoria.io Australia in connection with this Agreement; and
  - (ii) make such payment either on the date when the Charges or other amounts to which it relates is due within seven (7) days after Customer is issued with a tax invoice or within seven (7) days after Vittoria.io Australia's request, whichever is the later.

## **10 COMPLIANCE WITH LAW**

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- (a) Vittoria.io Australia is not liable to the Customer under this Agreement or otherwise if and to the extent the Customer's access to or use of any Services is contrary to any obligations, including those owed under contract or any laws.
  - (b) Vittoria.io Australia may (but is not bound to) make Customer Data and any other information (in any form) relevant to Customer's relationship with Vittoria.io Australia under this Agreement available to any person who provides reasonable evidence to Vittoria.io Australia of their right to this, including a law enforcement officer, a person representing any professional or industry standards organisation and representatives of any person to whom Customer Data pertains.
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- (c) The Customer shall indemnify Vittoria.io Australia against all Losses incurred or likely to be incurred as a result of:
  - (i) Vittoria.io Australia's collection, use, disclosure, storage or other involvement with Customer Data and any other information (in any form) relevant to Customer's relationship with Vittoria.io Australia under this Agreement; and
  - (ii) Vittoria.io Australia acting in accordance with the preceding subclause.

## **11 INTELLECTUAL PROPERTY**

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- (a) Title to, and all Intellectual Property Rights in the Services, and any documentation relating to the Services remain the property of Vittoria.io Australia (or its licensors).
- (b) Title to, and all Intellectual Property Rights in, the Customer Data remain the Customer's property. However, the Users' access to the Data is contingent on full payment of the Charges when due. The Customer grants Vittoria.io Australia a licence to use, copy, transmit, store, and back up the Customer's information and Data for the purposes of enabling the Users to access and use the Services and for any other purpose related to the provision of services to the Users.
- (c) The Customer must maintain copies of all Customer Data uploaded in any way into the Services. Vittoria.io Australia adheres to its best practice policies and procedures to prevent data loss, including a daily system data backup regime but does not make any guarantees that there will be no loss of Customer Data . Vittoria.io Australia expressly excludes liability for any loss of Customer Data no matter how caused.
- (d) If the Users enable third-party applications for use in conjunction with the Services, the Users acknowledge that Vittoria.io Australia may allow the providers of those third-party applications to access the Customer Data as required for the interoperation of such third-party applications with the Services. Vittoria.io Australia shall not be responsible for any disclosure, modification or deletion of the Customer Data resulting from any such access by third-party application providers.
- (e) No Retention of Data
  - (i) The Customer shall extract the Customer Data from the Users' accounts as soon as possible before this Agreement expires or terminates because Users' accounts may be permanently deactivated upon expiry or termination.
  - (ii) Subject to clause 2(g), the Customer agrees that 3 months after the expiry or termination of this Agreement, Vittoria.io Australia may permanently deactivate and disable the Users' accounts and delete Customer Data in such accounts.
  - (iii) The Customer agrees that, other than as described above, Vittoria.io Australia has no obligation to continue to hold, export or return any Customer Data . The Customer agrees that Vittoria.io Australia has no liability whatsoever for deletion of the Customer Data pursuant to the above terms.

## **12 CONFIDENTIALITY**

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- (a) A Party shall not, without the prior written approval of the other Party, disclose the other party's Confidential Information.
  - (b) A Party shall not be in breach of clause (a) for any uses or disclosures of Confidential Information which:
    - (i) are required by law;
    - (ii) are to related companies, advisers, contractors, auditors or insurers; or
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- (iii) have become public knowledge other than through its wrongful act or omission.
- (c) This clause shall survive the termination of this Agreement.

### **13 GENERAL EXCLUSION AND OPERATION OF LAWS**

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- (a) Nothing in this Agreement excludes, restricts or modifies any condition, warranty, right or liability implied in this Agreement or protected by law to the extent that such exclusion, restriction or modification would render this Agreement or any provision of this Agreement void, illegal or unenforceable. Subject to that, any condition, warranty, right or liability which would otherwise be implied in this Agreement or protected by law is excluded.
- (b) The Customer acknowledges and agrees that:
  - (i) prior to entering into this Agreement, it has been given a reasonable opportunity to examine and satisfy itself regarding all goods and services which are the subject of this Agreement and that prior to entering into this Agreement it has availed itself of that opportunity;
  - (ii) at no time prior to entering into this Agreement has it relied on the skill or judgment of the Vittoria.io Australia and that it would be unreasonable for the Customer to rely on any such skill or judgment.
- (c) The application of the *United Nations Convention on Contracts for the International Sale of Goods* (the *Vienna Convention*) to this Agreement (by virtue of any law relevant to this Agreement) is excluded.

### **14 LIABILITY OF VITTORIA.IO AUSTRALIA**

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- (a) Without limiting the following sentence, the Customer warrants that it has not relied on any representation made by Vittoria.io Australia which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications in any way relating to the Services including catalogues, website or publicity material produced by Vittoria.io Australia. The Customer acknowledges that to the extent Vittoria.io Australia has made any representation that is not otherwise expressly stated in this Agreement, the Customer has been provided with an opportunity to independently verify the accuracy of that representation.
  - (b) Pursuant to s 64A of the Australian Consumer Law (under the *Competition and Consumer Act 2010* (Cth)):
    - (i) this sub-clause applies in respect of any of the goods or services supplied under this Agreement which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that this sub-clause will not apply if the Customer establishes that reliance on it would not be fair and reasonable;
    - (ii) liability for breach of a guarantee conferred by the *Australian Consumer Law* (under the *Competition and Consumer Act 2010* (Cth)), other than those conferred by ss 51–53 of that Law, is limited, to any one of the following as determined by the Vittoria.io Australia:
      - (A) the supplying of the affected services again; or
      - (B) the payment of the cost of having the affected services supplied again.
  - (c) Subject to clause 13(a) and 13(d), if any User suffers loss as a result of Vittoria.io Australia's negligence or failure to comply with this Agreement, any claim by Users against Vittoria.io Australia will be limited in respect of any one incident, or series of connected incidents, to the amount of Charges received by Vittoria.io Australia under this
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Agreement during the period of 12 months before the first claimed breach incident occurs.

- (d) Vittoria.io Australia shall be under no liability to Users in respect of any loss of profit, loss of goodwill, loss of data and any special, indirect, consequential loss or damage which may be suffered or incurred, or which may arise directly or indirectly in connection with this Agreement.
- (e) The Customer shall at all times indemnify and hold harmless (i) Vittoria.io Australia; (ii) the parent company of Vittoria.io Australia; (iii) its licensors and, respectively for each of them, their officers, employees, contractors, agents, parent (“those indemnified”) from and against any loss (including legal costs and expenses and liability) incurred or suffered by any of those indemnified arising from any claims against those indemnified where such loss or liability was caused by a breach by the Customer of its obligations under this Agreement or any willful, unlawful or negligent act or omission of the Customer.
- (f) In respect of any claim between the Parties under or in connection with this Agreement, the Parties agree that to the maximum extent permitted by law, this Agreement excludes the operation of any laws which would apportion any liability to Vittoria.io Australia which would not have been so apportioned but for such laws.

## **15 TERMINATION**

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- (a) After the Initial Term, either Vittoria.io Australia or the Customer may terminate this Agreement by giving the other Party not less than one (3) months prior notice.
  - (b) Without limiting the generality of any other clause in this Agreement, Vittoria.io Australia may terminate this Agreement or suspend the performance of its obligations under this Agreement (for such period as Vittoria.io Australia specified) immediately by notice in writing if:
    - (i) The Customer is in breach of any term of this Agreement and such breach is not remedied within seven (7) days of it notifying Vittoria.io Australia;
    - (ii) The Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration;
    - (iii) The Customer, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving;
    - (iv) The Customer, being a natural person, dies; or
    - (v) The Customer ceases or threatens to cease conducting its business in the normal manner.
  - (c) If the Customer terminates this Agreement, the Customer shall be liable to pay all relevant Charges for the billing period that ends after the date of termination.
  - (d) The Customer agrees that on expiry or termination of this Agreement for any reason, all of its rights in respect of the Services (including its right to access **MyWorkplaceCloud** or the Services) shall end.
  - (e) The Customer agrees and acknowledges that Vittoria.io Australia has no obligation to retain any information relating to the Customer (including Customer Data) and that all such information may be irretrievably deleted by Vittoria.io Australia after three (3) months, without notice, from the date of any suspension, termination or expiry of this Agreement. The customer is solely responsible for retrieving its data; if the customer wishes to retrieve any data within three (3) months, Vittoria.io Australia will charge an additional fee for this service.
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## **16 FORCE MAJEURE**

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- (a) Vittoria.io Australia shall not be liable for any delay or failure to perform its obligations under this Agreement if such delay is due to Force Majeure. If a delay or failure is caused or anticipated due to Force Majeure, Vittoria.io Australia's obligations will be suspended. If a delay or failure by Vittoria.io Australia to perform its obligations due to Force Majeure exceeds sixty (60) days, Vittoria.io Australia may immediately terminate the Agreement on providing notice in writing to the Customer.
- (b) If this Agreement is terminated pursuant to the preceding subclause, Vittoria.io Australia is not liable to refund any money paid by Customer pursuant to this Agreement.

## **17 ENTIRE AGREEMENT**

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This Agreement constitutes the entire Agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

## **18 ASSIGNMENT AND NOVATION**

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The benefit of this Agreement shall not be assigned by the Customer without Vittoria.io Australia's written consent.

## **19 WAIVER AND VARIATION**

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- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by each Party. A waiver by Vittoria.io Australia will not prejudice its rights with respect to any subsequent breach of the Agreement by the Customer. Any failure by Vittoria.io Australia to enforce any clause of this Agreement, or any forbearance, delay or indulgence granted by Vittoria.io Australia to the Customer, will not be construed as a waiver of Vittoria.io Australia's rights under this Agreement.
- (b) The provisions of this Agreement will not be varied, except by agreement in writing signed by the Parties.

## **20 SEVERABILITY**

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If any provision of this Agreement is held invalid, unenforceable or illegal for any reason, the Agreement shall remain otherwise in full force apart from such provisions which shall be deemed read down to the extent reasonably appropriate to remove the invalidity, unenforceability or illegality.

## **21 GOVERNING LAW**

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The laws of the State of New South Wales govern this Agreement, and the Customer submits to the exclusive jurisdiction of the courts of New South Wales for all disputes arising out of or in connection with this Agreement.

## **22 NOTICES**

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- (a) Notices under this Agreement may be delivered by hand, by mail or by email to the addresses specified in the Order Form, or provided by the Customer when the Customer signs up.
  - (b) Notice will be deemed given:
    - (i) in the case of hand delivery, upon written acknowledgment of receipt by an officer or other duly authorised employee, agent or representative of the receiving Party;
    - (ii) in the case of posting, three days after dispatch;
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- (iii) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission;
- (iv) in the case of email, at the time of receipt of the email, namely when that email enters the receiving Party's information system (if received on a business day, or otherwise at the commencement of the first business day following that receipt).

## 23 DEFINITIONS

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- (a) In this Agreement, unless the contrary intention appears:

**Agreement** means this document and the Order form to it.

**Charges** means the charges for the services as calculated pursuant to clause 9(a) and 4(j)(i).

**Commencement Date** means the date so specified in the Order Form.

**Confidential Information** means in the case of Customer, Customer Data and in the case of Vittoria.io Australia includes:

- (i) information relating to the MyWorkplaceCloud;
- (ii) information relating to the personnel, policies, business, systems and data of both Vittoria.io Australia and the group to which Vittoria.io Australia belongs; and
- (iii) information relating to the terms on which the Services are to be provided to Customer pursuant to this Agreement.

**Customer** means:

- (i) the person, individual or legal entity, named as the customer in the Order Form;
- (ii) if there is no Order Form, the person, individual or legal entity signs up the MyWorkplaceCloud.

**Customer Access Facilities** means telecommunications, networks, systems and any other facilities used or required by or on behalf of Customer for accessing and making use of any Services other than the facilities actually provided by Vittoria.io Australia from time to time under this Agreement.

**Customer Data** means data to which Vittoria.io Australia is provided access by Customer for the purpose of the performance of the Services.

**Force Majeure** means a circumstance beyond the reasonable control of Vittoria.io Australia which results in Vittoria.io Australia being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include but shall not be limited to acts of God, lightning strikes, earthquakes, floods, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution, strikes and pandemics.

**GST** means:

- (i) the same as in the GST Law;
  - (ii) any other goods and services tax, or any tax applying to this transaction in a similar way; and
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- (iii) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax;

**GST Law** means the same as “GST Law” in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Initial Term** means the initial term as specified in the Order Form, and if no initial term is specified in the Order Form, means 12 months.

**Losses** mean any loss (including costs, expenses, damages and liability, whether actual or prospective) incurred or likely to be incurred by Vittoria.io Australia pursuant to this Agreement.

**Order Form** means the order form to which this document is attached, if any.

**Payment Terms** means the payment terms set out in the Order Form, and if there is no Order Form, the payment terms as set out on the Website.

**Services** means the services that Vittoria.io Australia agrees to provide under this Agreement, namely access to and use of the MyWorkplaceCloud, and as described in more details in the Order Form if any.

**Standard User Rate** means the standard user rate as set out in the Order Form, and if no standard user rate is specified in the Order Form, the standard user rate as published on the Website from time to time.

**MyWorkplaceCloud** means the software and mobile application known as “MyWorkplace” proposed by Vittoria.io Australia to establish a digital workplace for the Customer and to supply Customer with a tool that is able to bring different applications together in the same place on the client’s desktop, and integrating with office suites like Microsoft 365 or Google Workspace.

**User** means the Customer, and any other person who use the Services with the authorisation of the Customer including any Additional Users.

**Vittoria.io Australia** means VITTORIA.IO AUSTRALIA PTY LTD (ACN 666 167 273).

**Website** means the website of being myworkplacecloud.com.au or myworkplacecloud.com.

- (b) In this Agreement, unless the contrary intention appears:
    - (i) the clause headings are for ease of reference only and shall not be relevant to interpretation;
    - (ii) a reference to a clause number is a reference to its subclauses;
    - (iii) words in the singular number include the plural and vice versa;
    - (iv) words importing a gender include any other gender;
    - (v) a reference to a person includes bodies corporate and unincorporated associations and partnerships;
    - (vi) a reference to a clause is a reference to a clause or subclause of this Agreement;
    - (vii) a reference to a subclause is a reference to a subclause of the clause in which that reference is made;
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- (viii) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
  - (ix) a reference to an Order Form includes a reference to any part of that Order Form which is incorporated by reference;
  - (x) the recitals to this Agreement do not form part of the Agreement;
  - (xi) monetary references are references to Australian currency.
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