

Kaizntree Terms of Service Agreement

This Terms of Service Agreement is made between Kaizntree (hereon referred to as either 'Kaizntree' or the 'Company') and the client (hereon collectively referred to as the 'parties') and sets forth the legally binding terms for the client's use of Kaizntree, as at 8th March 2020.

1. Intellectual Property

Kaizntree is the intellectual and copyrighted property of the Company. By downloading, subscribing to and using Kaizntree, the client agrees to the following terms:

- i. Full acknowledgement that Kaizntree remains the intellectual and copyrighted property of the Company;
- ii. The client will not distribute or share the Kaizntree software, in part or whole, with any unauthorised parties, except with the explicit and written consent of approved Company representatives;
- iii. The client agrees to not reverse engineer the software, hire anyone to reverse engineer the software for them, or allow entities who will, may or are likely to reverse engineer the software for their own use or benefit;
- iv. The client agrees to not produce any 'bootlegged' or 'pirated' copies of the software;
- v. The client agrees to not examine, modify, copy or alter the Kaizntree software in any way, shape or form;
- vi. The client agrees that if they become aware of any breach of the above terms, whether within their own company or exterior to their company, they will immediately notify the Company and will not make the interfering parties aware that they and/or the Company know of their abuse of the Kaizntree software;
- vii. If any of the above terms are breached, the parties, entities or individuals involved in this breach will be prosecuted, criminally and privately, to the full extent of either Australian Copyright Law, or the copyright laws of the client's country of operation, as decided on by Kaizntree on a case-by-case basis.

2. Payment of Fees Owed to Kaizntree.

All start-up and subscription fees owed to Kaizntree will be paid by the agreed-upon date, as established at first payment. Failure to pay, include having insufficient funds in the paying account to purchase or renew the subscription or any add-ons sold to the client by the Company, will result in a three (3)-day

grace period (starting from 0000hrs on the day after agreed-upon the payment date) for the client to pay their dues.

Failure to pay by the end of this grace period will result in a two-week suspension of the client's license, privileges and ability to use Kaizntree. **Failure to pay beyond this date will result in a termination of the client's account with Kaizntree, which will result in a loss of records stored with Kaizntree.**

If the client is unable to make the agreed-upon payment by the agreed-upon payment date, they agree to contact the Company to discuss their situation. Under individual circumstances, the above conditions and penalties for a failure to pay may be waived, and alternate conditions be placed upon the client in writing to provide for individual circumstances. Under all circumstances and for all cases, the Company maintains the right to decide whether the above or alternate conditions for payment will apply to the client, as far as is allowable by Australian Law.

3. Use of Kaizntree.

By downloading, subscribing to and using Kaizntree, the client agrees that their use of the Kaizntree software will be as follows:

- i. The client agrees that their use of Kaizntree will solely be by the company named and signed by at the end of this Terms of Service Agreement. **(and user licence)**
- ii. The client agrees that the Kaizntree software will not be used to conduct, condone, mask, protect or otherwise assist criminal activity or conduct in any way, both as per International Law and the law of the country of the client's operation, in any way, shape or form.
- iii. The client agrees to not distribute, share, copy or pirate the Kaizntree software, or breach Australian Copyright Law while using this software, in any way, shape or form. Breach of this term, or any of the terms outlined in Section 1 (Intellectual Property) of this Agreement will result in termination of the client's account with Kaizntree, a civil case, and, where applicable, a criminal prosecution against the client.

4. Cancellation of Subscription to Kaizntree.

If the client wishes to cancel their subscription to the Kaizntree service, they must **notify the Company in writing seventy-two (72) hours before their next payment is due**, at which point the subscription will be cancelled, the client's account suspended and the client's right to use or access the Kaizntree software or service will be revoked. Failure to notify the Company of this cancellation within seventy-two (72) hours will result in the payment being processed.

If the client cancels their subscription while it is still active, their next payment will not be processed, but the client will have access to, and permission to use, Kaizntree as a product and service until 2359hrs of the agreed-upon payment date. While the client continues to use Kaizntree, the terms as set out in this Terms of Service Agreement will remain legally binding. Once the payment date has elapsed, the client's account will be suspended¹ and their right to use or access the Kaizntree software or service will be revoked.

5. Re-Opening of Suspended Accounts.

If a client who has their account suspended, whether due to a failure to pay their subscription or any outstanding fees, or as a result of a subscription cancellation, the client may re-open their account (and therefore regain the right to access and use Kaizntree as a product and service) following the payment of any outstanding dues owed to the Company, or following a reinstatement and payment of either their previous subscription, or a different subscription scheme.

6. Personal Information Supplied to Kaizntree.

All personal information provided to Kaizntree will only be used by Kaizntree to allow for the provision of its service (for example, in the creation and operation of user accounts). Emails are required for individuals within companies to create accounts and access the software to prevent bots from invading and using Kaizntree's software. Emails provided to Kaizntree will not be spammed, but they will be subject to updates and informative emails from Kaizntree, including when, but not necessarily limited to, notifying individuals of updated Terms of Service, new features, or changes to the way the Kaizntree service and/or software are provided.

No personal information supplied to Kaizntree will be knowingly sold, supplied or provided to external parties knowingly or freely. While Kaizntree takes measures to protect all personal information stored within its servers, it cannot guarantee absolute protection from cyberattacks. The client therefore agrees to indemnify Kaizntree and its associated parties, including its employees, from any loss, damage or information leak which occurs while their data is stored on Kaizntree's servers.

Kaizntree will, however, immediately notify the client if there is a breach in security, irrespective of if any personal information was lost to cyberattackers, as well as the means that the Company has taken as a result of this attack, to protect the client and the Company any future cyberattacks.

¹ Suspending the account allows for the client to re-open the account at a later date without penalty (e.g., loss of data). If the client wishes for their account to be terminated (i.e., all the data contained within their account is cleared), the client must notify Kaizntree in writing. Kaizntree will close the account once all dues owed to Kaizntree are paid, and so long as the Company is satisfied that the account is not being closed to mask criminal activity or protect criminal perpetrators in any way.

7. Breach of Contract.

If the client breaches this Terms of Service Agreement in any way, they will be subject to the following:

- i. If the breach of contract is also in breach of any laws, whether Australian, International or in the country/countries that the client is conducting business in, the relevant authorities will be notified of said illicit activity and the client's contract, as well as their account and any information held within that account, will be terminated, and all data stored in the account will be forwarded to the relevant authorities.
- ii. If the client breaches any of the Intellectual Property Terms set out in Section 1 of this agreement, the client's account will be closed, and the client notified of this closing. The Company does not guarantee that any data linked with a client's account will remain accessible or saved on Company servers once the account is closed.
- iii. If it is unclear if the client breached the contract knowingly, or if the breach of contract falls in a so-called 'grey area', the client and the Company agree to undergo a process of arbitration by a third-party mediator selected by the Company (see below, Section 4). If the client does not wish to undergo arbitration by a third-party mediator, the Company will decide on a course of action going forward, on a case-by-case basis.

8. Arbitration.

If the client and the Company fall in any dispute, the dispute will be resolved via arbitration by a third-party mediator who is selected by the Company. If the client does not wish to undergo arbitration by a third-party mediator, the Company will decide on a course of action on a case-by-case basis.

Any decisions which the third-party mediator comes to at the end of the arbitration process will be legally binding on both parties. If there is no arbitration process, any decisions made by the Company will be legally binding. Objections to such decisions, if made in writing, will be considered and the terms resultantly altered if the Company sees fit; however, there is no guarantee of this alteration of terms.

9. Changes to this Terms of Service Agreement.

This Terms of Service Agreement is subject to change without notice. While Kaizntree will endeavour to notify the client of any significant changes made to this Agreement, updates are not guaranteed. It is the responsibility of the client to periodically check these terms for updates.

By continuing to retain the Kaizntree software, subscribe to the Kaizntree service and use the Kaizntree software, you agree to these terms unconditionally, and agree to periodically re-check this Terms of Service Agreement to confirm that you continue to consent to operate the Kaizntree software and remain a client of Kaizntree under the terms laid out in this Agreement.

10. General Provisions.

- i. All interactions between Kaizntree as a company and the client shall be conducted in a professional manner and in compliance with Australian Law.
- ii. Kaizntree will not be liable for any delay in the provision of services due to circumstances beyond the control of the employees of Kaizntree.
- iii. No modification of this Terms of Service Agreement is valid unless written and distributed by Kaizntree or any parties authorised by Kaizntree in writing.
- iv. The client is to indemnify and hold Kaizntree harmless for all loss, damage or injury to persons or property resulting from the negligence or wilful misconduct of the client in relation to their use of Kaizntree as a product and/or service.
- v. Kaizntree's liability for failure to deliver the Kaizntree product or service as agreed upon by both parties is limited to the return of any pre-payments made.
- vi. Kaizntree reserves the right to change the terms of this Terms of Service Agreement at any time, with or without notifying the client of any such changes.
- vii. This agreement constitutes the entire agreement between the client and Kaizntree and supersedes any prior understanding or representation of any kind preceding the date of this agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

11. Questions and Support.

Any questions regarding the use of the Kaizntree product and service must be asked through the 'Contact Us' channels on the Kaizntree website, or via the Kaizntree software portal. Kaizntree will determine if communication is to be written or oral following first contact between the client and the Company.