

## STANDARD TERMS AND CONDITIONS – PROJECTS & PROMOTIONS

Ovato Technology Pty Ltd ABN 40 092 342 375 (who in these standard terms will be referred to as **Ovato Technology or Supplier**) is pleased to confirm the terms and conditions which will apply to our provision of goods and services to each purchaser or intending purchaser of such goods and services (who in these standard terms will be referred to as **Client**).

### 1. DEFINED TERMS

Unless defined in these terms and conditions, capitalised terms have the same meaning as in the Project Agreement, Agreement Summary or Schedules provided separately.

### 2. SERVICES AND DELIVERABLES

- 2.1. Ovato Technology must supply the Services and Deliverables with due care and skill and the Deliverables must be of acceptable quality, including that they are reasonably fit for their purpose.
- 2.2. Client must provide accurate, clear and timely instructions and materials to enable Ovato Technology to supply the Services and Deliverables in accordance with this agreement. Ovato Technology does not breach this agreement to the extent that the breach is caused by the Client's failure to provide accurate, clear and timely instructions and materials, and Ovato Technology may reasonably increase the Fees.
- 2.3. The parties may vary the Services and Deliverables by agreement in writing, including by adding new Services and Deliverables.

### 3. FEES AND PAYMENTS

- 3.1. The Fees do not include any service or deliverable (or part of them) that is not expressly detailed in the relevant schedule.
- 3.2. The Client must pay all Fees in full, without set-off, in accordance with the terms of this agreement. Ovato Technology may suspend the supply of Services and Deliverables if Client breaches this obligation.

### 4. TRACTIONNEXT PLATFORM

- 4.1. If the Services include access to the TractionNext Platform, the terms at the following URL <http://www.traction-digital.com/services-terms-conditions/> apply as a schedule.

### 5. PROMOTIONS

- 5.1. If the Services relate to any trade promotion lottery ("TPL"), the terms at the following URL <http://www.traction-digital.com/promotions-terms-conditions/> apply as a schedule.

### 6. LEGAL COMPLIANCE

- 6.1. Client must comply, and warrants that all aspects of its conduct in relation to the subject-matter of this agreement complies, with all relevant legislation and sub-ordinate law, industry codes (including voluntary) and regulator directives or guidelines, and the like ("Laws"), including in relation to personal information supplied to Ovato Technology by Client (incl Privacy Act 1988 (Cth)); conduct of TPLs (incl gaming & wagering laws); sending and content of electronic communications (incl Spam Act 2004 (Cth)); supplying premium SMS services (incl Mobile Premium Services Code).
- 6.2. Client acknowledges that Ovato Technology does not review or 'sign off' on any of aspect of such conduct, and that Ovato Technology is obliged to comply only with those Laws that specifically apply to it independently of the Client's conduct.

### 7. INDEMNITY & LIABILITY

- 7.1. Subject to clause 7.2, each party (the first party) indemnifies the other against any direct, general loss or damage (loss) suffered by that other party as a result of any breach of this agreement (including its warranties) by the first party or any other unlawful conduct engaged in by the first party in relation to this agreement, including where the loss arises from legal action brought against the other party by a third party, including a regulator.
- 7.2. In relation to any claim arising in relation to this agreement (including in negligence and contract), the liability of each party to the other is limited to loss and in any event the cost of supplying again the Services that gave rise to the claim or, where Ovato Technology is the party liable, supplying those Services again.
- 7.3. This agreement does not, nor purports to, exclude, modify or limit any right conferred by statute.

### 8. TERM & TERMINATION

- 8.1. This agreement commences on the Start Date of Client Signature and continues until Project Agreement is fulfilled and completed as deemed by Ovato Technology.
- 8.2. If project is abandoned at client request, all quoted costs are still deemed payable unless otherwise negotiated between parties.
- 8.3. If a party (the first party) breaches this agreement and the breach is reasonably capable of being remedied by the first party and the first party does not remedy the breach within 14 days of the other party notifying the first party in writing about the breach, or the breach is material and not reasonably capable of being remedied by the first party, then the other party may terminate this agreement with immediate effect by giving the first party notice in writing.

### 9. GENERAL

- 9.1. The express terms of this agreement supersede or exclude all other agreements, arrangements, understandings and representations, written or oral, in relation to Client's engagement of Ovato Technology to supply the Services and Deliverables.
- 9.2. To the extent there is any inconsistency between a schedule of this agreement and these terms and conditions, the schedule prevails.
- 9.3. Clauses titled 'Fees & Payment, Legal Compliance and Indemnity & Liability', and any other provisions necessary to give those clauses their full force and effect, survive the termination of this agreement.
- 9.4. The agreement is governed by the laws of NSW.