SOFTWARE LICENCE AGREEMENT

Software Licence Agreement for XchangeIT Software

THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN THE SINGLE LEGAL ENTITY YOU NAME IN THE REGISTRATION PROCESS ("CLIENT" OR "YOU") AND XCHANGEIT NEWSAGENTS PTY LIMITED OF SUITE 13, 38-46 ALBANY STREET ST LEONARDS, NSW 2105 ("XCHANGEIT") WITH RESPECT TO THE XCHANGEIT SOFTWARE ("SOFTWARE").

READ THIS AGREEMENT CAREFULLY.

BY CLICKING ON THE "I AGREE" BUTTON, YOU AGREE THAT: (1) YOU ARE AUTHORISED TO ENTER THIS AGREEMENT; AND (2) YOU HAVE READ, UNDERSTAND AND AGREE THAT YOU AND XCHANGEIT ARE BOUND BY THESE TERMS AND CONDITIONS AND ALL MODIFICATIONS AND ADDITIONS PROVIDED FOR. BY CLICKING "I AGREE" AND/ OR BY INSTALLING AND USING THE SOFTWARE ACCOMPANYING THIS LICENSE, INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT USE OR DOWNLOAD THIS SOFTWARE AND YOU MUST CLICK ON THE "I DECLINE" BUTTON BELOW AND INSTALLATION WILL TERMINATE.

AS DESCRIBED BELOW, YOUR INSTALLATION OF THIS SOFTWARE ALSO OPERATES AS YOUR CONSENT TO THE TRANSMISSION OF CERTAIN INFORMATION AND TO THE DOWNLOADING AND INSTALLATION OF PATCHES AND UPDATES ON YOUR COMPUTER.

PLEASE NOTE THAT YOU MAY NOT USE, COPY, MODIFY OR TRANSFER THE SOFTWARE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

If you agree to the terms of this Agreement, you must complete the XchangeIT registration form and make all applicable payments. On receipt of your duly completed registration form and upon receipt of full payment, your account will be activated and you will be able to use the XchangeIT software.

When you access the Software you must nominate which of the listed distributors (each a **Distributor**) with whom you wish to exchange data (including specific information relevant to your business, including delivery data, sales inventory data, returns data and other relevant added data (**Stock Management Information**), using the Software and apply to that/those Distributor(s) by following the procedure set out on this website. If none of the Distributors you nominate approves your application you may terminate this Agreement in accordance with the following terms. **If you have any questions about this Agreement, please email: info@xchangeit.com.au.**

1.   LICENCE and PERMITTED USE

1.1.   Licence

Subject to the terms and conditions of this Agreement, including the payment of any applicable fees, XchangeIT grants you a personal, limited, non-exclusive, licence (**Licence**) to install and use the Software for one or more stores on the terms of this Agreement, solely to manage your delivery data, sales inventory data and returns data and solely for such number of authorised users in each store for which you have registered and paid a license fee.

For the avoidance of doubt, the Software is licensed, not sold. XchangeIT reserves all rights not expressly granted to you in this Agreement.

1.2.   Registration

You must register to use the Software and provide true, accurate, current and complete information about you and your Newsagent business. You must promptly update your registration data with XchangeIT to keep it current and complete. If any of your registration data is inaccurate, not current or incomplete, or XchangeIT has reasonable grounds to suspect that it is inaccurate, not current or incomplete, XchangeIT may, in its sole discretion, suspend or terminate your account and refuse any and all current or future access to and use of the Software.

1.3.   Permitted Use

(a)   You may use the Software in the course of your business as a Newsagent to exchange data managing your delivery data, sales inventory data and returns data for one or more Newsagent stores with one or more Distributors who have consented to such exchange using the Software (each a **Consenting Distributor**).

(b)   The Software may only be used on a single computer for which you have paid the Fee at any one store at any one time and may only be accessed by your employees or agents. For the avoidance of doubt, you are paying a single user licence for each store that you register under XchangeIT.

(c)   For the purposes of this Agreement, "Newsagent" means, as defined by the Australian Newsagents Federation (ANF) "A newsagent is a person or entity conducting a retail business primarily offering a comprehensive range of newspapers and magazines from a clearly identified newsagency business and/or a distribution business offering home and territorial delivery of a comprehensive range of newspapers and magazines."

(d)   If you operate or control multiple Newsagents or are part of a Newsagent chain, you must register and pay for a license for each Newsagent store that wishes to use the Software. Each of those Newsagents must agree to comply with and be bound by the terms of this Agreement. If you wish to obtain concurrent user licences please contact XchangeIT.

1.4.   Restrictions On Use

You must not without XchangeIT's prior written consent:

(a)   access or attempt to access any other XchangeIT systems, programs or data that is not made available for public use;

(b)   copy, reproduce, republish, upload, post, transmit, modify, enhance or adapt the Software without the prior written consent of XchangeIT, except that you may make one copy of the Software solely for backup, testing, disaster recovery and archival purposes;

(c)   work around any technical limitations in the Software, use a tool to enable features or functionalities that are otherwise disabled in the Software, or decompile, disassemble or otherwise reverse engineer the whole or any part of the Software except as otherwise permitted by law;

(d)   assign or grant sub-licences of any of your rights under this Agreement or permit third parties to use or modify the Software;

(e)   provide the Software either directly or indirectly to any third party;

(f)   manipulate the Software in any way so as to enable it to be used to exchange data with any person other than a Consenting Distributor;

(g)   use or permit the use of the Software to provide any form of bureau services or for similar activities;

(h)   exploit the Software otherwise than as permitted under this agreement; or

(i)   based on the Software, attempt to create any software which has features or
            functionality the same as or similar to the features and functionality of the
            Software.

2.   TERM and FEES

2.1   Term

Unless otherwise agreed, the Term of this Agreement is 186 days and will commence on
the latest to occur of:

(a)   your acceptance to these terms and conditions; and

(b)   XchangeIT's confirmation to you of acceptance of your registration, receipt of
         all Fees due to XchangeIT and activation of your account,

(the **Commencement Date**), and will remain in effect for 186 days unless terminated in
accordance with the terms of this Agreement.

2.2   Fees

(a)   Unless otherwise agreed, you must pay:

         (i)   the **Software License Fee** upon registration and bi-annually
                 thereafter at least 14 days prior to the renewal of the next Term.

         (ii)   the applicable Software License Fee on the basis of your user status:

                 (A)   if you are a Standard user or a user without the sales data
                         available, the Software License Fee per Term is A$458.18
                         (exclusive of GST) at the date of this Agreement;

                 (B)   if you are a Compliant user, XchangeIT may at its
                         discretion elect to apply a discounted Software License
                         Fee. The discounted Software License Fee per Term is
                         A$213.64 (exclusive of GST) at the date of this
                         Agreement;

                 (C)   if you are a Delivery Only user, the Software License Fee
                         per Term is $213.64 (exclusive of GST); and

                 (D)   if you are a POS DOS user (i.e. a user of software provided
                         by POS Solutions Pty Ltd user), the Software License Fee
                         per Term is $458.18 (exclusive of GST).

                 Refer to the XchangeIT website for details of the current applicable
                 Software License Fee.

         (iii)   any applicable fees payable in connection with any support services
                 XchangeIT agrees to provide to you

         (together the **Fees**).

(b)   The Fees are for one Newsagent store exclusive of all taxes, charges and
         duties (including but not limited to any goods and services tax) which are
         payable by you.

(c)   The Software License Fee paid for the initial term must be paid at each
         subsequent renewal of the term and must be paid no later than 14 days prior to
         the renewal of the next Term (**Renewal Date**). If you fail to pay any Software
         License Fee in accordance with this clause, XchangeIT may immediately
         terminate this Agreement by providing written notice to you.

(d)   The Fees are non-refundable, unless otherwise decided by XchangeIT at its
         sole discretion.

(e)   XchangeIT reserves the right to vary the Software License Fee payable by you
         in respect of any subsequent renewal of the term by updating the schedule of

fees on the XchangeIT website and giving at least 14 days' notice to you before the relevant Renewal Date.

(f) If you are a Non-Compliant User, XchangeIT reserves the right to charge you the Standard annual Software License Fee at any time. If you have previously paid the discounted Software License Fee you will be required to pay XchangeIT the balance upon written request if XchangeIT determines at its discretion that you are Non Complaint.

(g) XchangeIT will have the right (directly or through an agent), upon reasonable notice to you and during regular business hours, to inspect and audit your facilities, records and systems to ensure compliance by you with all applicable rules and regulations and with other provisions of this Agreement.

(h) For the purposes of this Agreement being "Compliant" means being fully compliant with both having all data or information specific to your business, including delivery data, sales inventory data, returns data and other relevant data, and meeting the quality factors of integrity, timeliness and continuity with the XchangeIT Software during the term of this Agreement.

2.3 Support Services

(a) If you wish to receive any support, maintenance, upgrades, modifications or new releases in respect of the Software, you may request XchangeIT to provide them. XchangeIT may at its discretion agree to provide such services and may require that a fee (**Support Services Fee**) be paid by you for their support services. XchangeIT has no obligation to provide any Support Services to you in respect of the Software

3. DISTRIBUTORS AND POS SYSTEM

3.1 Software

If, due to circumstances within XchangeIT's reasonable control, the Software is inoperable for a substantial period, XchangeIT may at its discretion consider extending the Term covered by the current Software Licence Fee by a period equal to the period that the Software is inoperable. This provision does not affect or limit in any way clauses 3.2 or 3.3 or the limitations of liability in clause 5 below.

3.2 Distributors

(a) In connection with your use of the Software and as part of the functionality of the Software, you may have access to certain online services that may be made available by Consenting Distributors. The Software is designed to allow you access to participating Distributors systems to exchange data or Stock Management Information relevant to your business. You acknowledge and agree that:

(i) XchangeIT has no control, right or power to require any Distributor or over the Consenting Distributors to exchange data or Stock Management Information with you using the Software, and will have no liability whatsoever for any actions or inactions on the part of the Distributors resulting in your inability to use the Software to exchange data or Stock Management Information;

(ii) XchangeIT is not responsible for, and gives no warranty in relation to, any act or omission of any Distributor;

(iii) a Consenting Distributor may, from time to time, elect not to exchange data or Stock Management Information with you using the Software;

(iv) your liability to pay Fees under this Agreement is not affected by any act or omission of a Distributor or any change in the number or identity of Consenting Distributors; and

XchangeIT does not represent or warrant that any Distributor listed on this website as a distributor will continue to use the Software to exchange data or Stock Management Information with you.

3.3 POS System

You acknowledge that:

(a) XchangeIT is not responsible for, and gives no warranty in relation to, compatibility of the point of sale system (**POS System)** used by you with the Software; and

(b) your liability to pay Fees under this Agreement is not affected by any delays caused by, or failures of, or incompatibility of your POS System with the Software.

(c) For the purposes of this Agreement a Point of Sale System means a system used for capturing data at the time and place of sale by using computers or specialised terminals that are combined with cash registers, bar code readers, optical scanners and magnetic stripe readers for accurately and instantly capturing the transaction.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership

The Software is licensed, not sold and XchangeIT reserves all rights not expressly granted to you in this Agreement. The Software is protected by copyright, trade secret and other intellectual property laws. XchangeIT and its licensors own or have valid rights to the title, copyright, and other worldwide intellectual property rights in the Software and all copies of the Software. This Agreement does not grant you any rights to trademarks or service marks of XchangeIT.

4.2 Modifications

All right, title and interest in or to the intellectual property in the Software, together with all modifications, enhancements or adaptations to the Software (whether created by XchangeIT or any other person) are the property of, or vest on creation in, XchangeIT (or its licensor) as an assignment of future copyright.

4.3 Assignment

You must execute all documents and do all things which are reasonably necessary to assign any intellectual property rights in any modifications, enhancements or adaptations to the Software to XchangeIT (or its licensor).

5. WARRANTY and LIABILITY

5.1 Warranty

(a) XchangeIT warrants that it has the right to grant you the Licence to access, install and use the Software. XchangeIT warrants for a period of 6 months following the date the Software is installed, that the Software will substantially conform and perform to the published specifications for the Software. XchangeIT's warranties under this clause 5.1 are excluded where:

(i) a breach of warranty has been caused by an act or omission by you or your officers, employees, agents, contractors or advisers; and

(ii) any hardware, software, systems or other materials specified or delivered by XchangeIT under this agreement have not been installed (other than if installed by XchangeIT), operated, repaired or maintained in accordance with XchangeIT's instructions or have been

modified or altered without XchangeIT's consent or have been subject to unusual physical or electrical stress, misuse or neglect.

(b)   This limited warranty is the only warranty provided by XchangeIT and expressly disclaim all other warranties, express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose with regard to the licensed Software and related materials. XchangeIT does not warrant that the functions contained in the licensed Software will meet your requirements, or that the operation of the licensed Software will be uninterrupted or error-free, or that defects in the licensed Software will be corrected, and installation of the Software is at your risk. Further, XchangeIT does not warrant access to the internet or to any other service or content or data through the Software and does not warrant or make any representations regarding the use or the results of the use of the licensed Software in terms of their correctness, accuracy, reliability, or otherwise. No oral or written information or advice given by XchangeIT or an authorized representative of XchangeIT shall create a warranty or in any way increase the scope of this warranty. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. XchangeIT expressly disclaims any representations or warranties that your use of the Software will satisfy, assist with, guarantee or otherwise ensure compliance with any applicable statutory or regulatory obligations. You are solely responsible for ensuring that your use of this Software, related services or contents is in accordance with applicable laws. It is your responsibility to keep abreast of changes in laws, regulations and best practices that affect you and your business.

(c)   All warranties or guarantees given or made by XchangeIT with respect to the Software are solely for the benefit of you as the registered user of the Software and are not transferable, and will be null and void if you breach any term or condition of this Agreement.

5.2   Liability

(a)   If the law implies or imposes a non-excludable condition or warranty which can be limited, XchangeIT's liability to you for breach of that condition or warranty will be limited to one or more of the following as XchangeIT may decide:

(i)   in the case of goods, to replacing the goods or supplying equivalent goods, repairing the goods, paying for the cost of replacing the goods, refunding the Software License Fee or buying equivalent goods, or paying for the cost of repairing the goods; or

(ii)   in the case of services, to supplying the services again, paying for the cost of supplying the services again or refunding the Fee for the relevant services.

(b)   Subject to clause 5.2(a), except as expressly stated in this clause and to the extent permitted by law, XchangeIT excludes liability to any person for and in relation to any loss, damage, or expense arising out of the install or use by that person of the Software or reliance upon the Software in any way, including without limitation, indirect, special, incidental, exemplary, or consequential damages or for any damages relating to loss of business, telecommunication failures, the loss or corruption or theft of data, viruses, spyware, loss of profits or investment, tax positions taken by you, use of the Software with hardware or other software that does not meet XchangeIT's systems requirements or the like, whether based in contract, tort (including without limitation, negligence), product liability or otherwise.

(c)   Subject to clause 5.2(a) and to the extent permitted by law, the maximum aggregate liability of XchangeIT under or relating to this Agreement or its subject matter whether in contract, tort (including, without limitation, negligence), in equity, under statute, under indemnities or on any other basis,

is limited to an amount equal to the Software Licence Fee paid by you under this Agreement in respect of the term in which such liability arose.

(d) For the avoidance of doubt, XchangeIT is not required under this Agreement to provide any warranty to Client in respect of the Software.

6. INDEMNITIES

6.1 Infringement of third-party rights

(a) If a third party objects to your use of the Software based on the claim that the use of the Software infringes such third party's intellectual property right (referred to as **Infringement Claim**), XchangeIT will defend you against that Infringement Claim and pay all costs, damages and legal fees that a court finally awards, provided that you promptly:

　　(i) notify XchangeIT in writing of the Infringement Claim as soon as you become aware of such Infringement Claim,

　　(ii) allow XchangeIT to fully control the defence and any related settlement negotiations, and

　　(iii) cooperate with XchangeIT in the defence and any related settlement negotiations by providing XchangeIT with appropriate information and assistance needed for such defence or settlement.

(b) Where the terms and conditions in the preceding Clause 6.1 are not fulfilled, XchangeIT in any event may be entitled, but not obligated, to defend the Infringement Claim at its expense, and upon notifying you, XchangeIT be irrevocably authorised by you, to the extent legally possible, to assume the defence of the legal suit or proceedings brought forward against you, and may institute proceedings or enter into settlements concerning the Infringement Claim. You must provide XchangeIT with appropriate information or assistance for such defense or settlement.

(c) In the event of an Infringement Claim, XchangeIT shall be entitled to either:

　　(i) obtain the continued right for you to use the Software,

　　(ii) bring the infringement to an end by modifying the Software or replacing the Software with other software which, essentially, possesses the same functions as the affected Software, or

　　(iii) terminate this Agreement with written notice and pay to you an amount equal to the Software License Fee actually paid by you. XchangeIT shall only be obliged to pay the stated amount to you if the Infringement Claim is actually raised against you within a period of five (5) years following the date of your acceptance of this Agreement. If an Infringement Claim is raised against you after the stated period has expired, XchangeIT shall be entitled to terminate this Agreement without payment of any amount to you. The performance of XchangeIT's obligations under this Clause 6.1(c) shall be XchangeIT's total aggregate liability and entire obligation to you as a consequence of all and any Infringement Claims, and you shall have no other claims against XchangeIT as a result of such Infringement Claim. Upon termination of this Agreement, you shall promptly cease using the Software and fulfil the terms and conditions connected to termination as stated in Clause 7.4.

(d) The limited warranty stated in this Clause 6.1, is void if the Infringement Claim has resulted from accident, abuse or misapplication. Any modification of the Software by anyone other than XchangeIT voids the foregoing warranty on any portion of the Software modified or affected by such modification.

6.2 No liability to third-party

(a) The Software is provided solely for your benefit and use in accordance with the terms of this Agreement. XchangeIT accepts no liability or responsibility to any third party who benefits from or gains access to the Software as a result of any breach by you of any of your obligations under this Agreement. You agree to indemnify XchangeIT, XchangeIT affiliates or XchangeIT related entities or their respective directors, partners and employees against any liabilities, losses, expenses or other costs (including, but not limited to, legal fees) incurred in connection with any claims by such third parties against XchangeIT, XchangeIT affiliates or XchangeIT related entities or their respective directors, partners and employees.

(b) You agree to indemnify XchangeIT, XchangeIT affiliates and XchangeIT related entities and their respective directors, partners and employees against any liabilities, losses, expenses or other costs (including, but not limited to, legal fees) arising out of or relating to any wilful, negligent or unlawful act or omission of, or breach of this Agreement by you, or (to the extent permitted by law) any use by you of the Software, or reliance by you on the Software.

7. TERMINATION

7.1 Automatic Termination

(a) This Agreement will automatically terminate if there is a material change in the direct or indirect ownership of or control of your business entity, including but not limited to, a receiver, receiver and manager, liquidator or voluntary administrator is appointed in respect of your Newsagent business or any of its assets, or you indicate your consent to, approval or acquiescence in any proceedings for the appointment of any such receiver, receiver and manager, liquidator or voluntary administrator (**Change in Control Event**).

(b) If you transfer your Newsagent business (or a substantial part of such business) to any person, you must:

    (i) notify XchangeIT prior to any such transfer; and

    (ii) you permit XchangeIT to retain all of the Stock Management Information in relation to your Newsagent business under the existing member number, your access information and account details with XchangeIT under this Agreement, to be used for the benefit of the new owner of your Newsagent business.

(c) You must notify XchangeIT prior to any Change in Control Event occurring.

7.2 Termination by XchangeIT

(a) Your rights under this Agreement may be terminated or suspended by XchangeIT immediately and without notice:

    (i) if you breach any term or condition of this Agreement which cannot be remedied within 30 days or if you fail to remedy a breach within 30 days after notice from XchangeIT; or

    (ii) if you fail to pay any Fees to XchangeIT within 7 days as it falls due; or

    (iii) if you cease to operate a Newsagent business; or

    (iv) if all Consenting Distributors withdraw their consent to exchange data with you using the Software; or

    (v) if XchangeIT is obliged to recall the Software.

7.3 Termination by Client

(a) You may terminate this Agreement at any time by giving 60 days written notice to XchangeIT. You agree, if you terminate this Agreement (subject to paragraph (b) below) XchangeIT has no obligation to refund any payment of Fees and you must immediately pay XchangeIT any Fees or other monies owing under this Agreement.

(b) If:

(i) within 30 days after the Commencement Date, you have not received notification from at least one Distributor that such Distributor agrees to exchange data or Stock Management Information with you using the Software; and

(ii) you terminate the Agreement under clause 7.3(a) within 30 days after the Commencement Date,

(iii) XchangeIT will refund the Software Licence Fee (if any) paid by you.

7.4 Consequences of Termination

(a) Upon the expiration or termination of this Agreement for any reason, you must promptly:

(i) pay all amounts owing under this Agreement (f any), which become due on termination;

(ii) cease using and return or destroy all copies of the Software (including associated documentation) and confidential information of XchangeIT, and

(iii) within 30 days deliver to XchangeIT a statutory declaration made by you or your authorised officer declaring that to the best of your knowledge and belief (after having made proper inquiries) you or none of your officers, employees, agents, contractors or advisers have retained any confidential information and copies of the Software (including associated documentation) of XchangeIT and that you have fully complied with your obligations under this clause. XchangeIT reserves the right to verify, audit or inspect your system in relation to your obligations under this clause.

(b) Termination of this Agreement is without prejudice to any other right or remedy available to the parties.

8. GENERAL

8.1 Data

(a) You agree that you use the Software at your own discretion and risk and that you will be solely responsible for any loss of data or damage to your computer hardware or software caused by the downloading or use of the Software, or any information you may exchange using the Software.

(b) In connection with your use of the Software and as part of the functionality of the Software, you permit XchangeIT to receive, store, or exchange your Stock Management Information data with one or more Distributors who have consented to such exchange using the Software. XchangeIT attempts to ensure that all data stored on XchangeIT's servers is safe and secure. However, you acknowledge and agree that this cannot be guaranteed and that XchangeIT is not responsible or liable for and in relation to any loss, damage, or corruption or theft of data, viruses, spyware or other technical issue, in relation to any data or Stock Management Information exchanged between you, XchangeIT, and consenting Distributors using the Software via XchangeIT's servers.

(c)   You authorise XchangeIT to examine, collect and evaluate the data received, stored, or exchanged between you, XchangeIT, and consenting Distributors using the Software for viruses, data integrity, comparative information, and for the purpose of ensuring you are Compliant, the results of which may be reported to you and the consenting Distributors as qualitative and performance measurements.

8.2   Access information

(a)   You are solely responsible for maintaining the confidentiality and security of your access, login information, account details and any other security or access information used by you to access the Software, and preventing unauthorised access to or use of the information, files or data that you store or use in or with the Software. You are responsible for providing access and assigning passwords to systems administrators and other authorised users under your account for the Software and related services, and ensuring that such systems administrators and authorised users comply with this Agreement.

(b)   XchangeIT assumes that any communication it receives through the use of your access information are sent or authorised by you. You must immediately notify XchangeIT if you become aware of any loss, theft or unauthorised use of your access information and you agree that XchangeIT may deny you access to the Software in such an event.

(c)   You grant XchangeIT permission to use your access information to provide you with services related to the Software, including updating and maintaining your registration data, addressing errors or service interruptions, including communicating with your POS system vendors, distributors or any other related third party approved by you to exchange information, and to enhance the types of data and services XchangeIT may provide to you in the future.

(d)   You acknowledge and agree that in order to provide you with access to and use of the Software and related support services, XchangeIT may provide your access information and account data to your officers, employees, agents, contractors or advisers who are identified in the registration form as the current system administrator of your account and to any other person identified as an authorised user of the Software in the registration form or in any subsequent communication to XchangeIT.

(e)   XchangeIT reserves all rights attached to your access information and option to retain historical information for continuity of information purposes only.

8.3   Software maintenance

(a)   XchangeIT shall have the right, in its sole discretion and with reasonable notice posted on its website and/or sent to your email address provided at registration, to revise, update, or otherwise modify the Software and establish or change limits concerning use of the Software, temporarily or permanently, at its absolute discretion.

(b)   XchangeIT reserves the right to make any such changes effective immediately to maintain the security of the system or to access information or to comply with any laws or regulations, and to provide you with electronic or written notice within thirty (30) days after such change. You may reject changes by discontinuing use of the Software to which such changes relate. Your continued use of the Software will constitute your acceptance of and Agreement to such changes. XchangeIT may, from time to time, perform maintenance upon the Software resulting in interrupted service, delays or errors in the Software. XchangeIT will attempt to provide prior notice of scheduled maintenance but cannot guarantee that such notice will be provided.

8.4   Privacy

(a)   At XchangeIT, we value our relationship with you and place the highest importance on respecting and protecting your privacy. We want you to feel

comfortable and confident when using our products and services and with entrusting your personal, company and financial information to us and your personal information will be held in strict confidence.

(b) For details about XchangeIT's privacy policies, please refer to XchangeIT's website, www.xchangeit.com.au. You agree to the terms and conditions of XchangeIT's Privacy Policy, as it may be amended from time to time, which is incorporated by reference in this Agreement.

(c) If you have any questions in relation to privacy, please contact XchangeIT on 1 300 551 212 between 9.00am and 5.00pm AEST, Monday to Friday. Alternatively, you can write to our Privacy Manager at Suite 13, 38-46 Albany Street, St Leonards, NSW 2105 or by sending an email to support@xchangeit.com.au

8.5 Confidentiality

(a) You acknowledge that the Software and its associated documentation contain confidential information of XchangeIT, which is secret and confidential to XchangeIT, and any unauthorised use, reproduction or disclosure of this confidential information of XchangeIT may cause loss, damage or expense to XchangeIT.

(b) You must take all action necessary to maintain the secrecy and confidentiality of the confidential information and not disclose to any third party details of the Software except required by law.

8.6 Third Party Services

In connection with your use of the Software, you may be made aware of services, products, offers and promotions provided by third parties, and not by XchangeIT ("**Third Party Services**"). If you decide to use Third Party Services, you are solely responsible for reviewing and understanding the terms and conditions governing any Third Party Services. You agree that the third party, and not XchangeIT, is responsible for the performance of the Third Party Services.

8.7 Notices

(a) Notices under this Agreement may be given by email through the use of the Software or otherwise in accordance with the law.

(b) XchangeIT may, by giving notice to you:

(i) at least 14 days before any Renewal Date, vary the terms of this Agreement with effect from such Renewal Date; or

(ii) at any other time, by notifying you of variation of the terms of this Agreement with effect from a date (being not less than 14 days from the date of XchangeIT's notice) specified by XchangeIT.

8.8 Assignment

(a) You agree that XchangeIT may assign its rights under this Agreement at any time.

(b) If you transfer your Newsagent business (or a substantial part of such business) to any person, you may assign your rights under this Agreement provided: a) you must first notify XchangeIT prior to any such transfer; b) any such transferee must agree in writing to be bound by the terms of this Agreement and c) you permit XchangeIT to retain all of the Stock Management Information in relation to your Newsagent business, your access information and account details with XchangeIT under this Agreement, to be used for the benefit of the new owner of your Newsagent business.

8.9 No Waiver

No delay by XchangeIT in enforcing any of the terms or conditions of this Agreement will affect or restrict its rights and powers arising under this Agreement. A provision or a right under this Agreement may not be waived or amended except in writing signed by XchangeIT.

8.10 Amendment

This Agreement may not be amended or varied except by writing and signed by the Parties.

8.11 Severability

If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

8.12 Entire agreement

This Agreement constitutes the entire understanding and agreement of the parties on its contents and as to its subject matter and supersedes any and all other previous representations or statements by either party or its officers, employees or agents, whether oral or in writing on that subject matter, made prior to the acceptance of the date of this Agreement.

8.13 Governing law

This Agreement is governed by the laws in force in New South Wales. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

8.14 Acknowledgement

You acknowledge that XchangeIT Software Pty Limited (ACN 096 197 581) is intended to have rights and remedies under this Agreement as the licensor of the Software to you. In all other respects, only XchangeIT and you are intended to have a right or remedy under this Agreement or obtain a benefit under it.

8.15 Acceptance

I have read, understood and accept to be bound by the above terms. I AGREE by accessing, using, copying, transmitting or installing the Software, I agree to the terms of this Agreement, as though I had signed a copy of the Agreement. I warrant that I have the authority to contractually commit myself or the corporation, entity or organisation identified on the XchangeIT application form which I have COMPLETED.

END