

IMMISYS – TERMS OF SERVICE

Last modified 7th August 2017

Welcome to Immisys

Your use of Immisys is subject to these Terms of Service (these "**Terms**"). Thank you for reviewing these Terms.

If you have any questions about, or if you wish to send us any notices in relation to, these Terms, please contact us at info@immisys.com.au

Compliance with these Terms

These Terms apply to you if you are a user of Immisys anywhere in the world. If you plan to use Immisys, you must agree to these Terms of Service.

"Immisys"

For the purposes of these Terms, any reference in these Terms to "Immisys" refers to using the software product for managing an immigration and education business.

Contracting Entity

By using Immisys, you are agreeing to be bound by these Terms between you and **Immisys Pty Ltd**, an Australian company located at 4/18-22 Islington St, Collingwood Victoria Australia.

Other general terms in relation to these Terms

If you are using Immisys on behalf of a company, partnership, association, government or other organisation (your "**Organisation**"), you warrant that you are authorised to do so and that you are authorised to bind your Organisation to these Terms. In such circumstances, "you" will include your Organisation.

ADDITIONAL TERMS AND POLICIES

The following are additional policies that you must comply with in using Immisys:

- The Privacy Policy sets out how we collect, store and use your personal information, as well as our policy on the use of tracking technologies; and

CHANGES TO THESE TERMS AND IMMISYS

We may make changes to these Terms over time and they will be updated on our website www.immisys.com.au.

In addition, as Immisys and user experiences are constantly evolving, we may from time to time (and to the extent permitted by applicable laws and regulations) add, change or remove features from Immisys.

Where we consider that any changes to these Terms or Immisys are reasonably material, we will (where reasonably practicable) notify you (via our website, direct communication to you or other means), prior to the change becoming effective. By continuing to use Immisys after we make any changes to these Terms with or without notice from us, you are agreeing to be bound by these revised Terms.

YOUR ACCOUNT

You will need to create an account with us in order to access and use Immisys. Your account name is generally your email address.

You are responsible for: (i) safeguarding your account details, including any passwords used to access your account and Immisys, and (ii) all use of Immisys under your account. You must promptly notify us at support@immisys.com.au if you know or suspect that your password or account has been compromised. We will regard all use of your account on Immisys as being by you, except where we have received and acknowledged your notification to us regarding your account/password being compromised.

PAYMENTS

You will need to make monthly payments, to us or third parties as part of your use of Immisys.

SUBJECT TO MANDATORY APPLICABLE LAWS AND REGULATIONS OR AS OTHERWISE SPECIFIED BY US FOR A PARTICULAR ITEM OR PRODUCT WITHIN IMMISYS, IN NO CIRCUMSTANCES WILL WE BE REQUIRED TO PROVIDE A REFUND FOR ANY PAYMENTS MADE BY YOU TO US IN RELATION TO ANY ITEMS OR PRODUCTS WITHIN IMMISYS (WHETHER USED OR UNUSED).

We may process payments from you to use Immisys via a third party service. Where such third party payment processor is:

- another third party, you agree to comply with that relevant third party's terms and conditions in relation to the payment processing service, as further set out in the "Third Party Content and Services" section below.

YOUR CONTENT

When you submit, upload, transmit or display any data, information, media or other content in connection with your use of Immisys (" **Your Content**"), you understand and agree that:

- you will continue to own and be responsible for Your Content;

In addition, you agree that we and our affiliate companies (subject to these Terms, our Privacy Policy and applicable laws and regulations):

- may be required to retain or disclose Your Content in order to: (i) comply with applicable laws or regulations; (ii) comply with a court order, subpoena or other legal process; or (iii) respond to a lawful request by a government authority, law enforcement agency or similar body (whether situated in your jurisdiction or elsewhere); and

INFRINGEMENT OF RIGHTS

We may respond to notices of alleged infringement of rights (including infringement of intellectual property rights, defamation and infringement of other civil rights) and other claims and demands. If you have any such infringement-related concerns, please contact support@immisys.com.au

OUR INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in or to Immisys (including any future updates, upgrades and new versions), will continue to belong to us and our licensors. Except as expressly provided in these Terms, you have no right to use our intellectual property rights. In particular, you have no right to use our trade marks or product names, logos, domain names or other distinctive brand features without our prior written consent. Any comments or suggestions you may provide regarding Immisys are entirely voluntary and we will be free to use these comments and suggestions at our discretion without any payment or other obligation to you.

You may not copy, modify, reverse compile, reverse engineer or extract source codes from Immisys Software, except to the extent that we may not prohibit you from doing so under applicable laws or regulations or you have our prior written consent to do so. We may from time to time provide updates to Immisys Software. Such updates may occur automatically or manually.

We may in our discretion provide technical support for Immisys (whether for free or for a fee). We provide technical support without any guarantee or warranty of any kind, and subject always to these Terms.

USE OF IMMISYS

You will need an adequate internet connection in order to use your Immisys account.

Please note that we are not responsible for any third party charges you incur (including any charges from your internet and telecommunication services providers) in relation to or arising from your use of Immisys.

WARRANTY AND DISCLAIMER

We warrant to you that we will provide Immisys using reasonable care and skill.

APART FROM THIS WARRANTY, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IMMISYS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND NEITHER US NOR ANY OF OUR AFFILIATE COMPANIES MAKE ANY REPRESENTATION OR WARRANTY OR GIVES ANY UNDERTAKING IN RELATION TO IMMISYS INCLUDING: (I) ANY REPRESENTATION, WARRANTY OR UNDERTAKING THAT IMMISYS WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE OR FREE FROM VIRUSES; (II) THAT IMMISYS WILL BE COMPATIBLE WITH YOUR DEVICE; OR (III) THAT IMMISYS WILL BE OF MERCHANTABLE QUALITY, FIT FOR A PARTICULAR PURPOSE OR NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON. TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, YOU WAIVE ANY AND ALL IMPLIED REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS.

LIABILITY FOR IMMISYS

TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, THE TOTAL AGGREGATE LIABILITY OF US AND OUR AFFILIATE COMPANIES FOR ALL CLAIMS IN CONNECTION WITH THESE TERMS, OR IMMISYS, ARISING OUT OF ANY CIRCUMSTANCES, WILL BE LIMITED TO THE GREATER OF THE FOLLOWING AMOUNTS: (I) THE AMOUNT THAT YOU HAVE PAID TO US FOR YOUR USE OF IMMISYS TO WHICH THE CLAIM RELATES IN THE 6 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE MOST RECENT CLAIM.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, IN NO EVENT WILL WE OR ANY OF OUR AFFILIATE COMPANIES BE LIABLE FOR ANY OF THE FOLLOWING:

- IN CONNECTION WITH THESE TERMS OR IMMISYS, FOR ANY DAMAGES CAUSED BY: (I) ANY NATURAL DISASTER SUCH AS FLOODS, EARTHQUAKES OR EPIDEMICS; (II) ANY SOCIAL EVENT SUCH AS WARS, RIOTS OR GOVERNMENT ACTIONS; (III) ANY COMPUTER VIRUS, TROJAN HORSE OR OTHER DAMAGE CAUSED BY MALWARE OR HACKERS; (IV) ANY MALFUNCTION OR FAILURE OF OUR OR YOUR SOFTWARE, SYSTEM, HARDWARE OR CONNECTIVITY; (V) IMPROPER OR UNAUTHORISED USE OF IMMISYS; (VI) YOUR USE OF IMMISYS IN BREACH OF THESE TERMS; OR (VII) ANY REASONS BEYOND OUR REASONABLE CONTROL OR PREDICTABILITY;
- FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES; AND/OR
- FOR ANY LOSS OF BUSINESS, REVENUES, PROFITS, GOODWILL, CONTENT OR DATA.

Nothing in these Terms limits or excludes any of the following liabilities, except to the extent that such liabilities may be waived, limited or excluded under applicable laws and regulations:

- any liability for fraud;
- any liability for death or personal injury;
- any liability for gross negligence or wilful misconduct; or
- any other liability to the extent that such liability cannot be waived, limited or excluded under applicable laws and regulations.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THESE TERMS, NOTHING IN THESE TERMS LIMITS OR EXCLUDES ANY OF YOUR STATUTORY RIGHTS IN YOUR JURISDICTION (INCLUDING ANY RIGHTS UNDER APPLICABLE CONSUMER PROTECTION REGULATION), TO THE EXTENT THESE MAY NOT BE EXCLUDED OR WAIVED UNDER APPLICABLE LAWS AND REGULATIONS.

TERMINATION

These Terms will apply to your use of Immisys until your access to Immisys is terminated by either you or us.

We may suspend or terminate your access to your account or any or all of Immisys: (i) if we reasonably believe that you have breached these Terms; (ii) if your use of Immisys creates risk for us or for other users of Immisys, gives rise to a threat of potential third party claims against us or is potentially damaging to our reputation; (iii) if you fail to use Immisys for a prolonged period; or (iv) for any other reason in our sole and absolute discretion. Where reasonably practicable, we will give you notice of any suspension or termination.

Retention and back-up of Your Content

Following termination of these Terms, we will only retain and use Your Content in accordance with these Terms (in particular, our Privacy Policy)

GENERAL

These Terms are the entire agreement between you and us in relation to Immisys. You agree that you will have no claim against us for any statement which is not explicitly set out in these Terms. The words "include" and "including" are to be construed without limitation. The invalidity of any provision of these Terms (or parts of any provision) will not affect the validity or enforceability of any other provision (or the remaining parts of that provision). If a court holds that we cannot enforce any part of these Terms as drafted, we may replace those terms with similar terms to the extent enforceable under applicable laws and regulations, without changing the remaining terms of these Terms. No delay in enforcing any provision of these Terms will be construed to be a waiver of any rights under that provision. Any rights and obligations under these Terms which by their nature should survive, including any obligations in relation to the liability of, or indemnities (if any) given by, the respective parties, will remain in effect after termination or expiration of these Terms.

No person other than you and us will have any right to enforce these Terms against any person, and you may not delegate, assign or transfer these Terms or any rights or obligations under these Terms without our prior consent. We may freely assign, transfer or sub-contract these Terms or our rights and obligations under these Terms, in whole or in part, without your prior consent or prior notice to you.

GOVERNING LAW AND DISPUTE RESOLUTION

Except to the extent that: (i) any applicable additional terms incorporated into these Terms provide differently, or (ii) the applicable laws and regulations of your jurisdiction mandate otherwise (for example, you may have statutory rights in your jurisdiction in relation to bringing or defending claims in a local court.

- these Terms and any dispute or claim arising out of or in connection with these Terms will be governed by the law of the State of Victoria, Australia.

IMMISYS TERMS OF SERVICE (AUSTRALIA-SPECIFIC TERMS)

If you are a user of Immisys in Australia, the below terms are incorporated into these Terms, and override these Terms to the extent of any inconsistency.

All express or implied guarantees, warranties, representations, or other terms and conditions relating to these Terms or their subject matter, not contained in these Terms, are excluded from these Terms to the maximum extent permitted by applicable laws and regulations.

Nothing in these Terms excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable laws and regulations which cannot lawfully be excluded, restricted or modified.

If any guarantee, condition, warranty or term is implied or imposed by any applicable laws and regulations and cannot be excluded (a "**Non-Excludable Provision**"), and we are able to limit your remedy for a breach of the Non-Excludable Provision, then our liability for breach of the Non-Excludable Provision is limited to one or more of the following at our option:

- in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- in the case of services, the supplying of the services again, or the payment of the cost of having the services supplied again.