

TERMS & CONDITIONS

1. Overview

Welcome to WiZDOM Central, a customer relationship manager solution. You have been given the opportunity to become a user of WiZDOM Central as a client of the WiZDOM Group. WiZDOM Central is a technology for capturing financial details of clients and potential clients of the WiZDOM Group and its associated entities

capturing WiZDOM Central is provided by WiZTEC Pty Ltd (ACN 623 252 504) (“**WiZDOM Central**”, “**we**”, “**us**” or “**our**”).

The platform is a technology solution for capturing financial details of clients and potential clients of the WiZDOM Group and its associated entities

These Terms & Conditions are intended to explain our obligations in regards to the WiZDOM Central Platform and your obligations as a User (**‘you’** or **‘User’**).

2. Acceptance

These Terms & Conditions are binding on any use of our Platform on any Device and apply to you from the time that we provide you with access to our Platform. These Terms & Conditions will also govern any upgrades provided by us that replace and/or supplement the original Platform, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

You accept that your use or access of the Platform on any Device includes your unreserved acceptance of:

1. these Terms & Conditions; and
2. Our Privacy Policy (which describes how we collect, use, store, process and disclose your personal information).

3. PLATFORM

These Terms & Conditions document the relationship between WiZDOM Central and each User of any and all websites, platforms, Applications, products or services offered by WiZDOM Central (together, **‘the Platform’**).

4. Use

By using or accessing our Platform, you acknowledge that you have read and understood and agree to be bound by these Terms & Conditions in their entirety in addition to any other applicable laws and regulations and that you have the authority to act on behalf of any person or entity for whom you are using the Platform and you agree to these Terms & Conditions personally and on behalf that person or entity.

If you do not agree to any of these Terms & Conditions you must not use the Platform in any manner.

If you have any particular questions, please contact us by email via wizdomcentral@wizdom.com.au.

5. DURATION OF AGREEMENT

The term of this Agreement will commence on the Commencement Date and continue until this Agreement is terminated in accordance with clause 23 and/or 24 (**Term**).

6. USER TYPES

Users of WiZDOM Central’s Platform include:

1. Clients;
2. WiZDOM Group;
3. any person or entity using the Platform on behalf of Clients and/or the WiZDOM Group; and
4. any other person or entity that uses the Platform from time to time.

“**Clients**” are a person or entity that retains the WiZDOM Group or any of its associated entities to provide Services,

“**WiZDOM Group**” is a person or entity that uses our Platform and is licenced, authorised and/or retained to provide professional services to Clients including but not limited to finance, accounting, advisory, insurance, and legal (“**Services**”).

7. RIGHT TO ACCESS THE PLATFORM

During the Term, subject to these Terms & Conditions, we grant each User the right to access and use the Platform. This right is non-exclusive, non-transferable, and limited by and subject to these Terms & Conditions.

We and our licensors reserve the right to change, suspend, remove, or disable access to any Platform at any time without notice.

Similarly, use of the Platform may be subject to limitations from time to time and we do not warrant that the use of the Platform will be uninterrupted or error free.

In no event will we be liable for the removal of or disabling of access to any such Platform. We may also impose limits on the use of, or access to, the Platform in any case and without any notice or liability.

8. ELIGIBILITY

As a condition of you using and accessing the Platform, you represent and warrant that you have full authority to enter into any agreement with us in connection with using or accessing the Platform, including but not limited to, agreeing to be bound by these Terms & Conditions, and that doing so does not violate any other agreement which you have with any other party (**Authority Warranty**).

In addition to the Authority Warranty, you agree to warrant the accuracy and truthfulness of each of the Eligibility Warranties.

9. OVERARCHING OBLIGATIONS OF ALL USERS

1. You must not:
 - a) use the Platform for any purpose or in any manner other than as set out in these Terms & Conditions;
 - b) use the Platform in any way that could damage our reputation, or the goodwill or other rights associated with the Platform; or
 - c) permit any third party to use the Platform other than as set out in these Terms & Conditions;
 - d) attempt to undermine the security or integrity of our computing systems or networks or, where the Platform are hosted by a third party, that third party's computing systems and networks;
 - e) use, or misuse, the Platform in any way which may impair the functionality of the Platform, or other systems used to deliver the Platform or impair the ability of any other user to use the Platform;
 - f) attempt to gain unauthorised access to any materials other than those to which you have been given express permission to access or to the Device on which the Platform are hosted;

- g) transmit, or input into the Platform, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data in violation of any law (including Data or other material protected by copyright or trade secrets which you do not have the right to use);
 - h) transmit, or input into the Platform, any imagery, Data or content that you do not have intellectual property rights so (or that contravenes intellectual property rights of third parties);
 - i) make any false or misleading statements via our Platform or input any content which is likely to mislead or deceive recipients of that content; and/or
 - j) unless you have our prior written consent, rent, lease, lend, sell, redistribute or sublicense the Platform, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Platform, any updates, or any part thereof or any computer programs used to deliver and/or operate the Platform (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Platform).
2. You must only use the Platform for your own lawful personal or business purposes, in accordance with these Terms & Conditions and any notice sent by us and any other additional terms, conditions, policies, rules, disclaimers and notices displayed elsewhere on the Platform and as may be changed or updated from time to time by us. You may use the Platform on behalf of others or in order to provide Platform to others but if you do so you must ensure that you are authorised to do so and that all persons for whom or to whom goods and/or Platform are provided, comply with and accept all Terms & Conditions that apply to you.
 3. You must ensure you protect the Platform at all times from unauthorised access, use or damage and you must ensure that all usernames and passwords required to access the Platform are kept secure and confidential. You must immediately notify us of any unauthorised use of your passwords or any other breach of security and you must reset your password and you must take all other actions that we reasonably deem necessary to maintain or enhance the security of our computing systems and networks and your access to the Platform.
 4. As a condition of these Terms & Conditions, when using or accessing the Platform, the User must pay all monies as and when due to the WiZDOM Group.
 5. Your use of any third party application from within the Platform is subject to that party's Terms & Conditions and conditions and you confirm that you have read and accepted that party's Terms & Conditions and conditions.
 6. You will be responsible for providing your own Device and other access facilities (including terminal, software, internet access, modem and telecommunications facilities) necessary for utilising the Platform. You must ensure that any Device on which the Platform are used are in good, up to date working order and operating condition and have protection from unauthorised access by third parties. We accept no responsibility or liability for any deficiency relating to your Device and other access facilities. Additionally, you acknowledge and agree that you will be solely liable for any fees or other charges incurred by you in connection with using or accessing the Platform, including but not limited to software, hardware, equipment and internet usage charges.

10.USER PROFILES

1. Each User of our Platform is responsible for signing up to the platform and creating a Profile.
2. As part of our registration process, or as part of your continued use of the Platform, you may be required to provide personal information about yourself or the entity you represent.
3. By creating a Profile, you represent and warrant that any and all information provided in the course of creating your Profile is at that time, accurate, true and correct and not misleading or deceptive or likely to mislead or deceive.
4. By continuing to use our Platform after a Profile has been set up, you agree to manage and update any and all information provided in the course of creating your Profile so that, at all times, it remains, accurate, true and correct and not misleading or deceptive or likely to mislead or deceive.

11. ONBOARDING

1. Where a Client wishes to engage the WiZDOM Group to perform professional services, the Client or the WiZDOM Group may complete an Onboarding via the Platform on the Client's behalf.
2. Client's historic information may remain available to the WiZDOM Group via the Platform, even after cessation of engagement.
3. No other Users, apart from those affiliated with the WiZDOM Group, will have access to Client information.
4. You agree that the WiZDOM Group or associated entity may upload materials to your account and will have full access (including editing capability) to all materials you upload to the Platform or the WiZDOM Group uploads on your behalf.
5. You may limit or block that access by changing the guest access permissions in your User account.
6. We are not responsible for any access to or use of your materials by the WiZDOM Group.

12.CONFIDENTIALITY

1. Unless the relevant party has the prior written consent of the other or unless required to do so by law:
 - a) each party will preserve the confidentiality of all Confidential Information of the other obtained in connection with these Terms & Conditions. Neither party will, without the prior written consent of the other, disclose or make any Confidential Information available to any person, or use the same for its own benefit, other than as contemplated by these Terms & Conditions;
 - b) a party's obligations under this clause will survive termination of these Terms & Conditions; and
 - c) you shall take all reasonable steps to ensure that your employees, agents, subcontractors or related entities, do not make public or disclose our Confidential Information. If you become aware that any of your employees, agents, sub-contractors or related entities passed on any Confidential Information to any other party, then you shall notify us in writing immediately.
2. The provisions of this clause shall not apply to any information which:
 - a) is or becomes public knowledge other than by a breach of this clause;
 - b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - c) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
 - d) is independently developed without access to the Confidential Information.

13.OWNERSHIP OF INTELLECTUAL PROPERTY

1. Title to, and all Intellectual Property Rights in the Platform and any documentation relating to the Platform remain our (and/or our licensors) sole property and nothing in these Terms & Conditions:
 - a) constitutes a transfer of any Intellectual Property Rights; and
 - b) transfers ownership of the Platform or our Intellectual Property Rights in relation to the Platform.
2. You acknowledge that we (and/or our licensors) own all the Intellectual Property Rights in the Platform and that we retain full legal rights in and title to the Platform whether in its original form or as modified by you or us.

14.DEALING WITH INTELLECTUAL PROPERTY

1. You will not directly or indirectly do anything that would or might invalidate or put in dispute our title in the Platform or our Intellectual Property Rights in relation to the Platform.
2. If any person makes any claim alleging that any of the Platform infringes any Intellectual Property Rights or Moral Rights of any person, you must:
 - a) promptly notify us in writing; and
 - b) cooperate with, assist and act at all times in accordance with our reasonable instructions, in relation to the claim and any consequent investigations, negotiations, settlement and dispute resolution proceedings.

3. You must not:
 - a) reproduce, make error corrections to or otherwise modify or adapt the Platform (or our Intellectual Property Rights in relation to the Platform) or create any derivative works based upon the Platform or our Intellectual Property Rights in relation to the Platform);
 - b) de-compile, disassemble or otherwise reverse engineer the Platform or our Intellectual Property Rights in relation to the Platform) or permit any third party to do so;
 - c) modify or remove any copyright or proprietary notices on the Platform or our Intellectual Property Rights in relation to the Platform).

15. INDEMNITY

1. You agree to indemnify and hold us and our officers, employees and agents harmless ("those indemnified") from and against any action, liability, Claims, loss, damage, proceeding, expense (including reasonable legal costs and expenses) suffered or incurred by any of those indemnified, whether directly or indirectly, in connection with:
 - a) your breach or non-observance of these Terms & Conditions;
 - b) your use or access of the Platform;
 - c) any breach or inaccuracy in any representations or warranties made by you, including the warranties and promises contained in these Terms & Conditions;
 - d) us making available information or Data to any person with your authorisation (including pursuant to our Privacy Policy); and
 - e) any wilful, unlawful or negligent act or omission of the User, its directors, officers, employees, contractors, agents, consumers or banking and/or payment authorities.

16. DATA

1. You agree that we may collect, process, use, disclose, store, and back-up your Data for any purpose (including the purpose of enabling you to use or access the Platform and any other purpose related to provision of Platform to you).
2. You acknowledge and agree that:
 - a) where you create a user account or user profile, we may collect information from you (including personal information) in support of your registration and any Onboarding. You authorise us to retain such inputted information (and if necessary, disclose it pursuant to an Onboarding); and
 - b) where we collect, process, use, disclose, store, and back-up any of your personal information we will do so in accordance with our Privacy Policy.

17. BACKUP OF DATA

We adhere to best practice policies and procedures to prevent data loss, including a system data back-up regime which occurs at least once times per week, but do not make any guarantees that there will be no loss of Data.

18. WARRANTIES AND ACKNOWLEDGEMENTS (on behalf of yourself)

You warrant and acknowledge that:

1. you have full authority to enter into and carry out your obligations contained in the Agreement;
2. you will fulfil all of your obligations to any other Users of the Platform and you will resolve any dispute or complaint with such Users directly (unless WiZDOM Central agrees otherwise in writing);
3. you have obtained all permits, authorisations, licences, registrations or other approvals required or necessary to conduct your business in connection with the use of our Platform;
4. you are authorised to use and access the Platform and to access the information and Data that you input into the Platform (or is made available to you by way of the Platform), including any information or Data input into the Platform by any person you have authorised to use the Platform;

5. we have no responsibility to any person other than you and nothing in these Terms & Conditions confers, or purports to confer, a benefit on any person other than you;
6. we are not obliged to examine the veracity of any statements or content published on our Platform by a User (and take no responsibility for the truthfulness of such statements or content);
7. you are responsible for authorising any person who is given access to information or Data, and you agree that we have no obligation to provide any person access to such information or Data without your authorisation and may refer any requests for information to you to address; and
8. the provision of, access to, and use of, the Platform is on an "as is" basis and at your own risk;
9. it is your sole responsibility to determine whether or not the Platform meet your personal needs and requirements and are suitable for the purposes for which they are used; and
10. other than those representations and descriptions expressly provided by us in these Terms & Conditions, you have not relied on any representations or upon any descriptions, illustrations or specifications contained in any document including catalogues or publicity material produced by us.

19.WARRANTIES AND ACKNOWLEDGEMENTS (on behalf of another)

1. You acknowledge and warrant that if you use our Platform on behalf of or for the benefit of anyone other than yourself (whether a body corporate or otherwise):
 - a) you are responsible for ensuring that you have the right to do so;
 - b) you agree that you have obtained that person's authority and consent to use the Platform on their behalf and have the authority to agree to these Terms & Conditions on behalf of that person;
 - c) you agree that by registering to use the Platform you bind the person on whose behalf you act to the performance of any and all obligations that you become subject to by virtue of these Terms & Conditions, without limiting your own personal obligations under these Terms & Conditions; and
 - d) the provision of, access to, and use of, the Platform is on an "as is" basis and at your (and that person's) own risk.
2. You are solely responsible for ensuring the correctness, accuracy and/or lawfulness of:
 - a) all Data, including but not limited to, consumer ABN/ACN and contact details; and
 - b) your Profile and/or any content you upload to the Platform.

20.OUR LIABILITY

1. To the maximum extent permitted by law:
 - a) you will be deemed to have accepted the Platform from the Commencement Date;
 - b) we exclude all warranties and representations as to the correctness, accuracy, adequacy, completeness, currency, reliability, timeliness or usefulness of any information or other content posted on the Platform;
 - c) we do not guarantee that the Platform, or the server supporting the Platform, are free from defects, viruses or other harmful components, or will be uninterrupted or error free;
 - d) we accept no liability for the loss of Data where such loss is wholly or partly caused by factors beyond our reasonable control including, but not limited to, failure or fault in the hosted environment of the Platform, defective network or internet connections, defective equipment utilised by you or incorrect operation by you of your own Device or other access facilities;
 - e) we shall not be responsible for any disclosure, use, modification or deletion of your Data resulting from any access by third party application providers; and
 - f) neither us, nor our directors, officers, employees, contractors or agents, will be liable for any direct, indirect, consequential or other loss or damage to any person or entity, however caused (whether by negligence or otherwise), arising in connection with your use of, or inability to use, the Platform, or reliance upon any of the content or other information posted on the Platform.
2. Save for any terms, conditions, guarantees, warranties, indemnities or other rights which may arise under the Australian Consumer Law or other legislation and which cannot be excluded:
 - a) all warranties, whether express or implied including warranties as to fitness for any purpose and merchantability are expressly excluded; and

- b) to the extent legally possible any liability that we may have to the User in relation to the Platform which cannot be excluded shall be limited to, at our discretion:
 1. either the resupplying of the service again; or
 2. the payment of the cost of having the service supplied again.
- c) we shall not be liable for any injury loss expense or damages of any kind whatsoever or however arising whether directly, indirectly, consequently or contingently to any person or property and without limiting the generality of the foregoing, we shall not be liable for any losses, expenses or damages caused by delays or any other reasons or additional expenses incurred by the User including losses of prospective profits or actual profits incurred by the User.

21.ACKNOWLEDGEMENT

You acknowledge and agree that:

1. we do not impose any fees on Users and are not responsible for invoicing or collecting any fees from Users;
2. you must resolve all disputes in connection with the provision of professional services and payment of those services directly with the WiZDOM Group; and
3. you are solely responsible for interaction with the WiZDOM Group and any and all claims, injuries, illnesses, damages, liabilities, and costs ("Claims") suffered by you, in connection with your interaction with or provision of goods and/or services to you by the WiZDOM Group.

22.RELEASE

You agree that, to the maximum extent permitted by law, you release us from any and all Claims suffered by you, in connection with:

1. your interaction with or provision of goods and/or services to you by the WiZDOM Group;
2. any loss, cost or damage you suffer as a result of (or in any way connected to) any services through our Platform from the WiZDOM Group;
3. your use of our Platform (except in the manner contemplated by these Terms & Conditions);
4. your reliance on any statement made, or content published, on our Platform by Users of our Platform; and
5. any collection, use, processing, protection or disclosure of your personal information in accordance with our Privacy Policy.

23.TERMINATION BY WIZDOM CENTRAL

Without limiting the generality of any other clause in these Terms & Conditions, we may terminate this Agreement:

1. by providing you with 30 days written notice; or
2. immediately by notice in writing if:
 - a) you breach any term of the Agreement and such breach is not remedied within five (5) business days of us notifying you of that breach;
 - b) you become, threaten or resolve to become or are in jeopardy of becoming subject to any form of insolvency administration;
 - c) you, being a partnership, dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; or
 - d) you, being a natural person, dies.

24.TERMINATION BY USER

You may only terminate this Agreement:

1. by providing us with 30 days written notice (**User Termination Notice**) in circumstances where you have first:
 - a) deleted your User Profile

- b) deactivated your account; and
 - c) fulfilled all of your obligations to WiZDOM Central; and
 - d) fulfilled all of your obligations to the WiZDOM Group including pay all amounts owing to them as at the date of the User Termination Notice.
2. immediately by notice in writing if:
- a) we breach any material term of the Agreement and such breach is not remedied within thirty (30) business days of you notifying us of that breach; or
 - b) we become or resolve to become subject to any form of insolvency administration.

25.IMPACT OF TERMINATION

On termination of the Agreement for whatever reason:

1. any accrued rights or liabilities of either party shall remain in force, and termination shall not affect any provision of these Terms & Conditions which is expressly or by implication intended to continue in force after such termination;
2. you will no longer have access to and must immediately cease using all use of the Platform; and
3. We may delete or destroy your materials at any time after your User account expires or is cancelled for any reason or your access to the Platform is terminated, at our discretion. You are solely responsible for complying with accounting, tax and other applicable laws. You must ensure that uploading and storage of your material to the Platform meets applicable law including data retention laws.

26.PLATFORM AVAILABILITY

Whilst we intend that the Platform should be available 24 hours a day, seven days a week, it is possible that on occasions the Platform may be unavailable. If for any reason we have to interrupt the Platform for longer periods than we would normally expect, we will use reasonable endeavours to publish in advance details of such activity on the Platform. We will not be liable to you or any other person for any unavailability of or interruptions to the use of or access to the Platform.

27.NO ADVICE

WiZDOM Central is not a financial, accounting, investment, legal, tax or other adviser. You acknowledge and agree that the Platform is provided solely to assist you to manage your financial and other information and to communicate with third party providers such as the WiZDOM Group and do not constitute the provision of financial, accounting, investment, legal, tax or other advice by WiZDOM Central.

28.GOVERNING LAW

The parties to these Terms & Conditions shall be bound by the laws of the State of New South Wales in relation to all matters arising from all contracts between the parties and the parties agree to submit to the non-exclusive jurisdiction of the Court of New South Wales and the Federal Courts of Australia and that any legal proceedings may be heard in these Courts.

29.GENERAL

1. You may not assign or transfer any rights under these to any other person without our prior written consent.
2. Any express statement of a right belonging to us under these Terms & Conditions is without prejudice to any of our other rights expressly stated in these Terms & Conditions or existing at law.
3. If any part or provision of these Terms & Conditions is invalid, unenforceable or in conflict with the law, that part or provision shall be severed and replaced with a provision which, as far as possible,

accomplishes the original purpose of that part or provision. The remainder of these Terms & Conditions will be binding on the parties.

4. Any notice given under these Terms & Conditions by either party to the other must be in writing by email and will be deemed to have been given on transmission. Notices must be sent to wizdomcentral@wizdom.com.au or to any other email address notified by email to you by us.
5. Notices to you may be sent via electronic messages, including email, text message/SMS, or mobile push notifications, to the email address or numbers which you provided when setting up your access to the Platform.
6. We reserve the right to change, modify, add or remove portions of these Terms & Conditions at any time without notice to you, effective upon posting a more current version of it on the Platform. By continuing to use or access the Platform following any changes to these Terms & Conditions, you signify that you have read, understood and agree to be bound by the updated Terms & Conditions.

30. DEFINITIONS

"Applications" means any web or mobile based application provided by on any Device (as changed or updated from time to time by us).

"Australian Consumer Law" means schedule 2 of the Competition & Consumer Act 2010 (Cth)."

"Commencement Date" means the date that you first use our Platform.

"Confidential Information" means the confidential information of a party which relates to the subject matter of these Terms & Conditions and includes:

1. confidential information relating to the technology and design of our Platform including, but not limited to, algorithms, manuals, designs, diagrams and training videos of the Platform;
2. the Data;
3. information relating to our personnel, policies or business strategies;
4. information relating to the terms upon which the Platform are provided to you;
5. all information exchanged between the parties to these Terms & Conditions, whether in writing, electronically or orally, including the Platform but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

"Data" means any data inputted by you or with your authority through the use of the Platform and includes without limitation data owned or supplied by you or data which may otherwise be generated, compiled, arranged or developed using the Platform by the User pursuant to these Terms & Conditions.

"Device" means any type of device including a computer, mobile phone, tablet or console.

"Eligibility Warranties" means warranties that you:

- a) will only provide us with Data and other information that is complete, accurate and up to date;
- b) will not falsify any of your Data or other information;
- c) will only maintain one account at any given time, and if your account is ever suspended or terminated for any reason, you will not create another account;
- d) are not currently prohibited or otherwise restricted from using or accessing the Platform;
- e) will not violate any of our or any other person's rights, including but not limited to, Intellectual Property Rights; and
- f) will at all times use our Platform in accordance with applicable laws and pursuant to these Terms & Conditions.

"**Intellectual Property Rights**" means all intellectual property rights, including all copyright, patents, trademarks, design rights, trade secrets, domain names, know how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

"**Moral Rights**" has the meaning given under the Copyright Act 1968 (Cth) and includes any similar rights existing in other countries.

"**Onboarding**" means the User (whether the Client or the WiZDOM Group) signing up to the Platform for or on behalf of the User.

"**Platforms**" means the internet sites at the domain WiZDOM Central.com or any other website, mobile site or application operated by us via which the Applications may be accessed or used on any Device.

"**Profile**" means a user profile and/or account registered on the Platform which contains the details and information on the User as required by the Platform from time to time.

"**Terms & Conditions**" means these terms and conditions (as may be changed or updated from time to time by us).

"**User**" means any person (including each of the persons or entities described in section 7), and where the context permits, includes any entity on whose behalf that person who uses (whether as a registered or unregistered user) or accesses the Platform on any Device.

"**you**" means the User, and where the context permits, any person you authorise to use the Platform on your behalf.

"**your**" has a corresponding meaning to "you".