

John Temple Pty Ltd ABN 97 412 396 052 trading as John Temple Group is referred to in these Terms of Engagement as 'John Temple Group'.

**1. SCOPE OF SERVICES**

John Temple Group (being the first party) will provide to the client (being the second party), being the person requiring the services and for whom the services are being rendered, the consulting services described in these Terms of Engagement.

**2. SKILL AND CARE**

In providing the services, John Temple Group will exercise the degree of skill, care and diligence normally exercised by professional Web service providers performing services of a similar nature.

**3. CHANGE OF SCOPE OF SERVICES**

The services described in the accompanying documents are based on facts known to John Temple Group at the time of preparation of those documents including information supplied by the client.

Subsequent information may indicate that the scope or timing of the services must be redefined or the client may request changes to the scope or timing of the services. If there is a change in the scope, order or timing of the services, John Temple Group will be entitled to amend the price by an amount reasonable in the circumstances. John Temple Group will provide the client with an amended scope of and schedule for the provision of the services and an amended price each of which will be deemed to have been approved by the client if not objected to within 10 business days after receipt by the client.

**4. FEES**

The client must pay John Temple Group the fee (called '**the price**') as set out in the accompanying documents.

Unless otherwise stated in the accompanying documents, the price is exclusive of any government goods and services tax.

**5. LIMITATION OF LIABILITY**

IN GENERAL: YOU ACKNOWLEDGE AND AGREE THAT, IN NO EVENT, SHALL JOHN TEMPLE GROUP BE LIABLE, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER, HOWSOEVER CAUSED, OR FOR ANY LOSS OF PRODUCTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF CAPITAL, LOSS OF SOFTWARE, LOSS OF PROFIT, LOSS OF REVENUES, CONTRACTS, BUSINESS, COST OF REWORK, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, OR WASTED MANAGEMENT TIME, EVEN IF JOHN TEMPLE GROUP HAS BEEN ADVISED OF THE POSSIBILITY OR THEY ARE FORESEEABLE. JOHN TEMPLE GROUP'S TOTAL LIABILITY ON ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION, OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF GOODS OR CONTENT (EXCLUDES SERVICE FEES).

YOUR RESPONSIBILITY FOR PRODUCTS AND PROCESSES: WITHOUT AFFECTING JOHN TEMPLE GROUP'S RESPONSIBILITIES TO YOU UNDER THESE WEBSITE TERMS OF USE, AND TO THE FULLEST EXTENT PERMITTED BY LAW, YOU ACCEPT THAT YOU, AND NOT JOHN TEMPLE GROUP, ARE SOLELY RESPONSIBLE FOR (I) ANY PRODUCT OR PROCESS WHICH USES OR INCORPORATES JOHN TEMPLE GROUP GOODS OR CONTENT, (II) REVIEWING/ TESTING GOODS AND CONTENT AND DETERMINING THEIR SUITABILITY FOR USE IN YOUR APPLICATION, PRODUCT OR PROCESS, AND (III) DETERMINING WHETHER YOUR PRODUCTS OR SYSTEMS EMPLOYING JOHN TEMPLE GROUP GOODS OR CONTENT INFRINGES PATENTS, COPYRIGHTS, OR OTHER PROPRIETARY RIGHTS OF THIRD PARTIES.

**6. INTELLECTUAL PROPERTY RIGHTS**

John Temple Group retains copyright and all other intellectual property rights in the product, reports and other documents and concepts provided by John Temple Group. The client shall have a licence to use the product provided in connection with the services for the purpose for which those products are prepared.

**7. LIMITATIONS OF USE**

The client is restricted in using the system for internal second party use only. The use of the system to service third parties is strictly prohibited without the express written permission of John Temple Group.

**8. PRICE INCREASES**

Prices or fees may be subject to change and review. In the event of price increase John Temple Group shall notify the client 30 days prior to the implementation of the increase. Any dispute in relation to price or fee changes or increases must be in writing and be received by John Temple Group within 10 days of receipt of notification of price or fee change. Failure to provide such written notification shall be viewed as approval of amended pricing or fees.

**9. NO ASSIGNMENT**

The client may not transfer, sublet or assign any of its rights or obligations under these Terms of Engagement without the prior written consent of John Temple Group.

**10. AMENDMENT OF TERMS AND CONDITIONS**

These Terms of Engagement may be amended only in writing signed by representatives of John Temple Group and the client.

These Terms of Engagement and the accompanying documents set out the whole of the agreement for the provision of the services. Client's purchase order or other terms and conditions are incorporated in and made a part of these Terms of Engagement only to the extent of specifying the nature, quantity or objectives of the services, and then only to the extent that such description is consistent with these Terms of Engagement and the accompanying documents. No other terms or conditions shall be binding upon John Temple Group unless accepted in writing.

**11. CANCELLATION OF SERVICES / PACKAGES**

The client shall provide a minimum of 30 days notice prior to the cancellation of any services or packages. Services or packages will be terminated after the end of the 30 day cancellation period. Any accounts issued prior to the cancellation period shall not be refunded by John Temple Group.

**12. REFUND POLICY**

Refunds will not be issued in instances where services have been provided. Where payment has been made and services have not been provided by John Temple Group a request for refund may be submitted in writing no more than 30 days after payment received. Services provided may take the form of such items as but not restricted to provision of login access, administrator password, data entry, database and web services. Refunds are issued in this instance at the discretion of John Temple Group.