

### QuickBooks, Hosted by Reckon Online

#### LICENCE AGREEMENT

THIS IS AN IMPORTANT DOCUMENT. PLEASE READ THIS CAREFULLY.

This is a contract between Reckon Limited (ACN 003 348 730) (Reckon) and you. By using QuickBooks, hosted by Reckon Online, the contents and features, related user guides and materials, including all functionalities ("the Services"), available through [www.quickbooksonline.com.au](http://www.quickbooksonline.com.au) or [www.quickbooksonline.co.nz](http://www.quickbooksonline.co.nz) hereinafter referred to as the "Website", you agree to be bound by the terms of this Licence. The defined terms and the rules of interpretation in this Licence are set out in clause 12.

Important: Please note the following features of the Services and the terms of use of these Services as detailed in this Licence as outlined below. Please refer to the Licence for full details of the Services and terms of use. (This summary is a guide only and is not intended to cover all references in the Licence agreement, you should review all the terms of the Licence to determine how these terms relate to you.):

#### Subscription:

This is a subscription to use the Services. If you do not renew your subscription or your subscription expires or is terminated, you will no longer have access to the Services, and your data will be destroyed within 30 days from the expiry of your subscription.

#### Access to the Services:

Use of the Services is solely verified by user login and password. You are entirely responsible for maintaining the confidentiality of all access details of every user of your Account. Reckon does not accept any responsibility for breaches of your security.

#### Use of the Services:

You will not yourself or allow others to engage in any unlawful or prohibited use.

You are responsible for any and all activities that occur under your Account by any person. Reckon will not be liable for any loss that you may incur as a result of unauthorised use. You may be held responsible for losses incurred by Reckon or any third party due to any unauthorized use of your Account.

#### Internet access, telecommunications networks, firewalls and security:

You acknowledge and agree that use of the Services requires internet access which may be affected by factors beyond the control of Reckon and that any access to the internet involves security risks and that new threats to internet security are continually evolving. Information stored on our servers or the servers of third parties that Reckon use may be vulnerable to attack and cannot be guaranteed to be secure. In addition, submissions made via email are not protected by encryption and may be vulnerable to interception during transmission.

Reckon does not guarantee the uninterrupted availability of the Services, its website, applications hosted by the website, its servers (or the servers of third parties which Reckon, may engage to provide the whole or part of the Services) including connections to its online activation server because these may be dependent upon third party networks and security measures over which Reckon has no control.

#### Third Party Online Services:

The Services may contain access to, or features that interface with, third party online services. Where Third Party Online Services are available, separate terms and conditions with the provider of the Third Party Online Services may apply. Reckon does not make any recommendations in relation to the Third Party Online Services.

#### Back up:

You should ensure you conduct regular backups of your data. Under no circumstances will Reckon on behalf of itself and/or any of its distributors and associates, assume any liability with regard to your use of the Services, including but not limited to loss of data.

#### Enterprise or Quickbooks Desktop Version ("Quick Books Enterprise"):

If you copy your data file created with the Services to use and work on the data off-line using QuickBooks Enterprise, you must have purchased a licence for QuickBooks Enterprise as this is a separate product. Please refer to the terms and conditions of the licence for QuickBooks Enterprise. Reckon does not guarantee that the online data file will always be compatible with QuickBook Enterprise.

Time zone for reports and updates:

All transactions and reports will be recorded in the following relevant time zone to your geographical area ;

Australia - AEST or AEDT

New Zealand - NZT or NZDT

Communication: All communication from Reckon to you will be by email or SMS.

Use of Services is not provision of professional advice:

The information contained in these Services may contain features designed to assist you in complying with the requirements of relevant legislation. Legal, accounting or other relevant professional advice should be obtained before taking any action in reliance on these Services. In providing you with information which may relate to relevant legislation, Reckon is not engaged in rendering legal, accounting or other professional services and that nothing in the Services constitutes taxation, financial, wealth management, superannuation or other professional advice in relation to these matters. The Services are also not financial product advice.

Reckon does not warrant that the relevant reports produced using the Services will be compliant with legal requirements, as these change from time to time.

The help contained in these Services are not a substitute for obtaining the appropriate independent professional advice. If legal advice or other expert assistance is required, you should seek the service of the appropriate competent professional.

### 1. LICENCE

(a) Evaluation licence: If Reckon has given you the right to trial the Services upon payment of the Evaluation Fee as set out on the pricing page of the Website, your rights to use the Services are solely as set out in clause 11.

(b) Licence to use: Reckon grants you a personal, non-exclusive, non-transferable, limited licence to use the Services on the terms of this Licence for the period determined in accordance with clause 9 .

(c) No transfer of copyright: The Services are licensed not sold, despite any reference to "purchase" or "sale" in this Licence or in any invoice or purchase order for the supply of the Services. Reckon reserves all rights not expressly granted to you. Reckon Limited is the owner of copyright in the Services and retains ownership of the copyright and all other intellectual property rights in the Services and is protected by copyright law and international copyright treaty.

### 2. USE OF THE SERVICES

(a) Single User licence – If you have purchased a Single User Licence it only allows one user of the Services

(b) Multiple user licence: If you have purchased a Multiple user licence ("your Account"), you and other simultaneous users who are authorised by you, each have their own login and password to access your Account.

(c) Access to the Service

(i) All access to the Services is solely verified by user Login and password;

(ii) You are entirely responsible for maintaining the confidentiality of all your access details (eg user name and password) and every user on your Account;

(iii) You are responsible for any and all activities that occur under your Account by any person or persons;

(iv) You agree to notify Reckon immediately of any unauthorised use of your Account or any other breach of security;

(v) Reckon will not be liable for any loss that you may incur as a result of unauthorised use of your Account by any person or persons; and

(vi) You may be held responsible for losses incurred by Reckon or any third party due to any unauthorised use of your Account by any person or persons;

- (vii) Access to your Account may be restricted by user login and passwords;
- (viii) You are entirely responsible for the access rights that are granted to any person or other users under your Account.
- (d) Internet access: You acknowledge and agree:
  - (i) Use of the Services requires internet access;
  - (ii) Speed of internet access will vary and may be affected by factors beyond the control of Reckon;
  - (iii) Any access to the internet involves security risks and new threats to internet security are continually evolving; and
  - (iv) You accept responsibility for maintaining your own security regarding access to the internet and protection of your data.
- (e) No unlawful or prohibited use: It is a condition of your use of the Services, that you will not yourself, or allow others:
  - (i) To use the Services for unlawful purposes or any purpose prohibited by the terms of this Licence;
  - (ii) To use the Services in any manner that could damage, disable, overburden or impair any Reckon server, or the networks connected to Reckon's server or otherwise interfere with any other person's use and enjoyment of the Services;
  - (iii) To gain unauthorised access to any Services or other accounts, computer systems or networks connected to the Reckon server or Services, through hacking, password mining or any other means;
  - (iv) To obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services;
  - (v) To knowingly or recklessly post, link to, instal or transmit, or permit third party users to post, link to or to transmit:
    - (A) Any material that is abusive, threatening, harmful, malicious, defamatory, obscene, pornographic, profane or otherwise unlawful;
    - (B) Any material containing a virus or other hostile computer program;
    - (C) To post, link to or transmit any material that constitutes or encourages a criminal offence, gives rise to civil liability or infringes the intellectual property rights of any third parties.
  - (vi) To knowingly or recklessly transmit, or permit third party users to transmit unsolicited email in breach of Australian or New Zealand law.
  - (f) Time zone for reports and updates: You agree that all transactions and reports will be recorded in the following relevant timezone to your geographical area:
    - Australia - AEST or AEDT
    - New Zealand - NZT or NZDT
  - (g) Communication: All communication from Reckon to you is by email or SMS. It is your responsibility to ensure that Reckon is provided with all your current contact details, including your email address and relevant mobile phone contact details to receive the SMS messages, and that you receive and check your emails and SMS messages regularly. Reckon will not be liable to you for any loss that you may incur as a result of not providing us with your current details or not receiving such communication from Reckon.
  - (h) Privacy: You agree to allow Reckon to use and disclose any personal details provided to Reckon in connection with this Licence in accordance with Reckon's then current privacy policy displayed on Reckon's website.
  - (i) Enterprise or Quickbooks Desktop Version ("Quick Books Enterprise"): If you copy your data file created with the Services to use and work on the data off-line using QuickBooks Enterprise, you must have purchased a licence for QuickBooks Enterprise as this is a separate product. Please refer to the terms and conditions of the licence for QuickBooks Enterprise. Reckon does not guarantee that the online data file will always be compatible with QuickBook Enterprise.

(j) General restrictions: You must not:

- (i) use or rely upon the Services for any purpose or in any manner for which the Services is not warranted;
- (ii) copy, reproduce, translate, adapt, vary, merge or modify or create any derivative work based on the Services;
- (iii) reverse engineer, decompile, disassemble, reconfigure or otherwise attempt to discover the source code of the Services; or
- (iv) sell, market, network, transfer, lease, license, sub-license, rent, lend or otherwise dispose of or distribute the Services or use the Services to provide a bureau service.

### 3. SECURITY OF YOUR ACCOUNT AND DATA

(a) Security of your data: Reckon will use reasonable precautions to prevent the unauthorised disclosure of your data and will not decrypt your data. We will not, however, be responsible or incur any liability for any matters, without limitation, any unauthorised access to your data, including by third parties to whom you have intentionally or inadvertently given shared access. In the event that Reckon is served with a subpoena or is otherwise lawfully compelled to provide access to your data, we will, subject to it being lawful, notify you of that fact.

(b) Internet access: Any access to the internet involves security risks and new threats to internet security are continually evolving, information stored on our servers or the servers of third parties that Reckon use, may be vulnerable to attack and cannot be guaranteed to be secure. In addition, submissions made via email are not protected by encryption and may be vulnerable to interception during transmission.

(c) Back up: Although Reckon does regular back ups on its overall infrastructure you should also ensure you conduct regular backups of your data. Under no circumstances will Reckon on behalf of itself and/or any of its distributors and associates assume any liability with regard to your use of the Services, including but not limited to loss of data.

### 4. SERVICES ACTIVATION AND VERIFICATION

(a) Manner of verification: Reckon verifies authorised use of your Account solely on basis of the username and password. Therefore, it is critical that you maintain and protect confidentiality of all access details to your Account.

(b) Charges for reactivation: Reckon may charge you a fee for technical support if it needs to reset your password

(c) Consequences of non-renewal and failure to verify details: If a subscription is not renewed, Services will be discontinued and you will not have access to the Services. Your data will be destroyed within 30 days from the expiry of your subscription unless arrangements are made by you before that time to transfer your data.

(d) Statutory declaration: In certain circumstances to authorise, reactivate or confirm the Authorised Users, Reckon may require you to provide it with a Statutory Declaration stating the reasons for re-activation or confirming the Authorised Users in a form required by Reckon.

### 5. TECHNICAL SUPPORT

a. Period when technical support is available: Reckon will provide technical support for the Services only (and for the avoidance of doubt this does not include support for third party hardware, software services, Third Party Online Services, which remains the responsibility of the relevant third party), at the times detailed below, during the period for which you have paid the relevant Subscription Fee. Our technical support consultants are not available to you to provide general accounting advice or to train you (it is assumed that you are already reasonably familiar with the Services) or to resolve any networking or interface computing or local IT problems that you may have. You agree that the determination of the nature of your query for these purposes may be made by our technical support consultants.

b. You are also entitled to extended hours of technical support. Currently the hours are Monday to Friday, 8.30am to 7:00pm between August and April, and 8:30am to 8:00pm between May and July (AEST).

c. You acknowledge that Reckon cannot guarantee that you will not experience some delay in having one of our technical support consultants answer your query. You will appreciate that as call volumes fluctuate so too will our response time.

d. We also reserve the right at any time to change the hours of operation of technical support for the Services.

e. What is included as part of technical support: Reckon will provide technical support in accordance with its then current technical support policy, which may include:

(i) as contemplated by clause 4, the technical support required to reactivate the Services (for example, when you verify your licence details or renew a subscription);

(ii) provision of telephone help desk support services;

(iii) access to technical information about the Services contained on Reckon's website; and

f. Fees: You may be required to pay charges for all other technical support, including technical support to reactivate your Services (including when you wish to reinstall the Services, in accordance with the then current technical support policy,

### 6. THIRD PARTY ONLINE SERVICES

(a) Interaction with Online Services: The Services may contain access to, or features that interface with, third party online services ("Third Party Online Services"). Examples of Third Party Online Services that may be applicable to the Services are EFTPOS, an online share price download facility; and a statement download facility, bill and other payment services, a superannuation choice facility, online backup facility, payroll services and a debt recovery facility which are provided at an additional charge on a subscription basis measured for one year from the date of registration.

(b) Terms for Third Party Online Services: Third Party Online Services are only available for the Subscription Period. Charges may apply for the use of Third Party Online Services (in addition to the cost of Internet access levied by your ISP). Where Third Party Online Services are available, separate terms and conditions with the provider of the Third Party Online Services may apply. In some cases Reckon may be the provider. You should check with the relevant third party provider as to the terms and conditions of use. Access to Third Party Online Services may be withdrawn by Reckon at any time. Reckon will not be liable for the withdrawal of access to any Third Party Online Services. Where access is to be withdrawn, Reckon may choose to notify you in advance provided that you have supplied Reckon with a valid and up to date email address.

(c) In some cases you may download other third party applications, for example Google Desktop supplied by Google Inc. In such cases your agreement to be bound by the terms of this Licence will also bind you to the terms of use or other similar agreements required by such third parties for use of their products.

### 7. LIMITED WARRANTY

(a) Services provided on an 'as is' basis: Subject to clause 8(b), Reckon provides the Services to you on an "as is" basis and without any representations by Reckon or any of its authorised distributors and associates regarding the use, performance or results of the use, of the Services.

(b) No guarantee that Services will be error free or that its use will be uninterrupted: While Reckon has endeavoured to make sure that the Services works substantially as per the specifications published by Reckon from time to time, Reckon does not guarantee or make any warranty that:

(i) the Services will work on all computer hardware platforms or configurations

(ii) the Services will be error free, that its use will be uninterrupted or be fit for your purpose.

(c) Internet access, telecommunications networks, firewalls and security: Reckon does not guarantee, the uninterrupted availability of the website or applications hosted by the website by Reckon's servers (or the servers of third parties which Reckon may engage to provide the whole or part of the Services) or connections to its online activation server as these may be dependent upon third party networks and security measures over which Reckon has no control.

### 8. LIABILITY

(a) Certain rights cannot be excluded: The Competition and Consumer Act 2010 (Cth), and other laws may imply certain conditions and warranties into this Licence and give you certain rights and remedies that cannot be excluded or modified. This clause 8, and the limited warranties provided in clause 7, do not exclude or modify any of those rights if to do so would contravene that law or make any part of this Licence void.

(b) Exclusion of warranties: To the full extent permitted by law, Reckon excludes all conditions, warranties and rights that may be implied into this Licence. If conditions, warranties or other rights for your benefit are implied in this Licence or otherwise conferred by law and it is not lawful to exclude, restrict or modify them, then those conditions, warranties and other rights will (but only to the extent required by law) apply to this Licence.

(c) Limitation of implied terms: Reckon's (and its distributors') liability for breach of any implied conditions or warranties that cannot be excluded is limited, to the extent permitted by law and at the option of Reckon, to replacing or re-supplying the goods or services or their equivalent again or the payment of the cost of having the goods or services or their equivalent replaced or supplied again.

(d) General exclusion and limitation: Other than as set out in clauses 8(b) and 8(c), and to the full extent permitted by law:

(i) Reckon (and its authorised distributors) will not be liable to you or any other person for any direct or indirect loss, damages, liability, costs or expenses suffered by you or any other person relating to the performance or non-performance of the Services, including but not limited to the availability of the Services, availability of the website or applications hosted by the website, loss of data, or any breach of this Licence or the supply of the Services or in connection with, but not limited to, the Third Party Online Services, use of tax tables, use of third party hardware (for example but not limited to Postec services) or provision of technical support (whether by telephone or remote access or other means); and

(ii) Reckon's maximum liability for damages arising in connection with this Licence or the supply of the Services is limited to the amount paid by you for the Services for the year in which any such claim is formally made by you.

(e) Your liability to Reckon: You agree that Reckon (and its authorised distributors) will not be liable, other than as expressly set out in this Licence, and that you will indemnify Reckon (and its authorised distributors) from any liability, loss, damage, costs or expenses which Reckon (or its its authorised distributors) may suffer or incur as a result of your use of the Services (including any claims made against Reckon (or its its authorised distributors) by third parties.

(f) Use of Services is not provision of professional advice: The information contained in these Services may contain features designed to assist you in complying with the requirements of the relevant legislation. Legal, accounting or other relevant professional advice should be obtained before taking any action in reliance on these Services. The Services are also not financial product advice. Where the Services contain features to assist with compliance with relevant legislation, for example, but not limited to superannuation guarantee requirements, then Reckon does not warrant that the relevant reports will be compliant with legal requirements, as these change from time to time. You agree it is your obligation to ensure that deductions and rates used for deductions for superannuation, taxation (of any nature) and any other deductions/contributions calculated using the Services are correct from time to time and at the applicable time. In addition any tax tables that might be supplied with the Services are also changed from time to time and you should consult with your professional adviser before relying on the tax tables. Reckon does not warrant that the tax tables are up to date at the time of your use. In providing you with the tax tables, Reckon is not engaged in rendering legal, accounting or other professional services and that nothing in the Services constitutes taxation, financial, wealth management, superannuation or other professional advice in relation to these matters. The help contained in these Services are not a substitute for obtaining the appropriate independent professional advice. If legal advice or other expert assistance is required, you should seek the service of the appropriate competent professional.

(g) Reckon has no responsibility for recommendations: Reckon, its employees, agents, contractors and the authors disclaim any and all liability and responsibility to any person, whether a user of these Services or not, in respect of anything (including, without limitation, any error in or omission from these Services) and of the consequences of any actions taken or omitted to be taken in reliance, whether wholly or partially, upon all or any part of the content, recommendations or help contained in these Services.

(h) Corruption of Data and on-line access: To the full extent permitted by law, Reckon and its authorised distributors disclaim all liability for any corruption of data, inability to access data, loss of data, breach of privacy, or downtime as a result of or arising from the use of the Services or any online link available between the Services and another server including without limitation in connection with Third Party Online Services.

(i) Third Party On-line services: Reckon makes no warranty or representation in connection with the Third Party Online Services, or third party hardware (for example but not limited to Postec services) the responsibility for which rests with the relevant provider of such Third Party Online Services or such hardware.

### 9. TERM AND TERMINATION OF LICENCE

(a) Licence Term: Unless this Licence is terminated earlier in accordance with its terms, you have the right to use the Services in accordance with this Licence upon payment of the Subscription Fee in accordance with clause 10.

(b) Termination by Reckon for breach: Reckon may terminate this Licence if you are in breach of its terms or as otherwise set out in this Licence.

(c) Early termination: If you wish to terminate your subscription early, you must do so by giving Reckon no less than one calendar month notice to that effect.

(d) Effect of Termination: Upon termination, Services will be discontinued, you will not have access to the Services and your data will be destroyed within 30 days from the expiry of your subscription unless agreed arrangements have been made by you to transfer your data, BEFORE that time.

(e) Things you must do on termination: Upon termination, it is your sole responsibility to ensure the removal of all data from Reckon's servers. NO data will be recoverable 30 days after the termination is effective.

(f) Survival: Clauses 2, 3, 6, 7, 8 and this clause 9 will survive the termination of this Licence. Termination of this Licence will not prejudice any right which Reckon may have, or but for the termination may have had, against you for a breach of this Licence.

### 10. SUBSCRIPTION TERMS

(a) No extension of Licence term: Your right and entitlement to use the Services concludes at the end of the term of the Licence (subject to payment of an annual Subscription Fee, either as an upfront annual or monthly payments) and is not linked to the dates of release, registration or provision by Reckon of any Upgrades and/or Updates.

(b) This Licence prevails: If you have purchased these Services to an upgrade any other Quickbooks Software, this Licence shall supersede any previous licence agreement.

(c) No obligation on Reckon to upgrade: Upgrades and/or Updates will be developed and included in the Services in Reckon's sole discretion, and Reckon does not warrant or represent that it will develop or release any Upgrades and/or Updates during the term of the subscription period or Licence.

(d) Payment: Payment shall be calculated according to the Subscription Fees available to you and set out on the pricing page of the Website, subject to variation by Reckon from time to time on 30 days notice to you.

(i) You will be required to pay the Subscription Fees for the initial 12 months Subscription Period before being given access to the Services.

(ii) This Licence will automatically terminate upon expiry of the Subscription Period unless it is renewed and you will not have access to the Services in accordance with clause 9. To clarify, if after the initial Subscription Period, payment is made by advance payment monthly subscription fees and these monthly payments are not made by the due date, the Licence will automatically terminate and you will no longer have access to the Services.

- (iii) This Licence can be automatically renewed upon payment of the Subscription Fee on or before the termination of the expiring Subscription Period. You will be required to pay the Subscription Fee upfront or by monthly payments in advance on the first business day of each month. You authorise Reckon to direct debit your monthly subscription fee from the bank account nominated by you.
- (iv) All payment becoming due and payable by You shall be subject to the Goods and Services Tax ("GST") at the applicable rate in either Australia or New Zealand depending on your geographic location.
- (v) You will be liable for any penalty charges incurred by Reckon by reason of at the dishonour or reversal of any payments made by you.
- (vi) All payments remain payable whether or not you use the Services while the subscription remains active.
- (vii) If you do not pay the Subscription Fee as required, this Licence will be terminated in accordance with clause 9 and you will no longer have access to the Services.

### 11. TRIAL USE OF THE SERVICES

If you have elected to access the Services as a trial and upon payment of the Evaluation Fee, the terms in this clause 11 also apply to your use of the Services:

(a) Licence: Your licence to use the Services:

- (i) permits you to evaluate the Service's functionality and suitability for your requirements;
- (ii) is subject to the provisions of clauses 2, 3, 4, 6,7 and 8;
- (iii) is for 30 Days (Evaluation Period);

(iv) all payments for the Services are non-refundable, even in the event of cancellation, suspension or termination.

(b) Duration: You acknowledge that your licence to use the Services will only apply for the Evaluation Period. At the end of the Evaluation Period:

- (i) you must not and will not be able to continue to access the Services, including any data that you have entered during the Evaluation Period; and
- (ii) if you wish to use the Services you must pay the Subscription Fee.

(c) Entitlements: You may be required to pay for any technical support that you may require in relation to your use of the Services during the Evaluation Period, in accordance with Reckon's then current charges.

(d) Liability: You acknowledge that subject to clauses 7(b) and 7(c), and to the full extent permitted by law, Reckon excludes all liability to you for any loss, including loss of data, damage, liability, costs or expenses suffered by you relating to the performance or non-performance of the Services during the Evaluation Period or any breach of this clause 11.

### 12. GENERAL

(a) Applicable law: This Licence is governed by the laws of the State of New South Wales , Australia and by agreeing to be bound by the terms of this Agreement you irrevocably and unconditionally submit to the jurisdiction of the courts of that State.

(b) Entire Agreement: This Licence contains the entire agreement between Reckon and you in relation to its subject matter and supercedes any prior agreements and understandings, whether written or oral.

(c) Evaluation Fee: The fee set out on the pricing page of the Website at the relevant time to obtain an Evaluation Licence to use the Services on trial.

(d) Headings: Clause headings are for ease of reference only and do not affect the meaning of this Licence.

(e) Subscription Fee: The fee set out on the pricing page of the Website at the relevant time for use of the Services.

(f) Subscription Period: The period for which you have paid the Subscription Fee in accordance with clause 10(d).

(g) Termination of licence: Upon termination of your licence you will not have access to the Services and your data will be destroyed within 30 days from the expiry of your subscription in accordance with clause 9.

(h) Third Party Applications and Technology: When using the Services, you may access third party applications and technology. The terms of the third party's licence apply to your use of all such third party applications and technology.

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(i) Variation: To the extent permitted by law, Reckon may vary any of the terms and conditions of this Licence upon providing you with thirty (30) days notice in writing and a copy of the replacement terms and conditions. No new terms will come into force until the commencement of your renewed Subscription Period. Reckon will display any new terms and conditions on the Website and you should check the website regularly.

(j) Waiver: Any failure to enforce any rights under this Licence by Reckon is not to be taken as a waiver of those rights.

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